

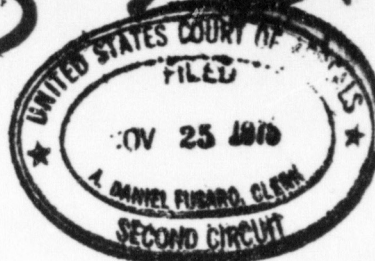
***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
PETITION FOR
REHEARING**

United States Court of Appeals
Second Circuit

75-7615



George B. Vadell

Appellant

- against -

Frank Weehr, Principal Emeritus

Santo Frontario, Acting Principal

Alfred Lonky, Asst. Principal Aviation H.S.

Abraham Wilner, Asst. Supt.

Irving Robbins, Hearing Officer

Carl Berlin, Adm. Asst. Board of Education

Appellees

Appeal motion

75-7615

B

Department

142 Exploratory

Chairman CALABRESE-L'ONK

Departmental Program

Feb - June 1971

Fo

Check Out

O. C.
RoomEnd of
Period

KEY

[illegible]

ALSO ON C.A. SHEET

Department

Chairman

CA Shop
BARG - LONKY

Departmental Program

Feb. - June 1971
(List teachers alphabetically)

For

KEY

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
18	BARG					Cl. Rm.					CAB-2 610				CAB-8 610	CAB-8 610	CAB-8 610		
21	CICCARONE	Coop. Teacher OC 6-10				Cl. Rm.	LATE ROOM	CAB-2 610	CAB-2 610		L	CAB-5 610	CAB-5 610	LATER ROOM FOLLOW					
23	DE STEFANO	Coop. Teacher OC 6-15				Cl. Rm.		CAA-2 510	CAA-2 510	CAA-2 510	L		CAA-5 510	CAA-5 510					
37	ESPAILLAT	Coop. Teacher OC 6-12				Cl. Rm.				WXA-3 512	CAA-5 510	L			CAA-8 510	CAA-8 510	CAA-8 510	4-4 Cafeteria Rear	10
47	OLSON	8-2 B-11			8:00	Cl. Rm.		CAC-2 608	CAC-2 608	CAC-2 608	L		CAC-5 608	CAC-5 608					
30	COURT	Coop. Teacher OC 2-1				Cl. Rm.						CAC-5 608	SMA-5 208		CAC-8 608	CAC-8 608	CAC-8 608	4-8 608	10
27	FRIEDMAN	4-7 612			8:44	Cl. Rm.		CAD-2 612	CAD-2 612	CAD-2 612				CAD-5 612					
183	DONAHUE	CAFETERIA 2-1 SECT. 2 & 3 FRONT			9:28	Cl. Rm.						CAD-5 612	CAD-5 612		CAD-8 612	CAD-8 612	CAD-8 612	4-7 612	10
50	* REHAUSER	Coop. Teacher OC 4-7				Cl. Rm.						SMXB-5 611	SMXB-5 611		CAE-8 611	CAE-8 611	CAE-8 611	2-3 536	10
39	LONKY					Cl. Rm.								CAB-5 610					
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													

* ALSO ON EXPL. SHEET

SM Shop
VARJAN - LONKY

Departmental Program

Feb - June 1971

For 7

KEY

List teachers by session. Annex teachers on separate sheet to be filled in by Annex Head

No.	Teacher Name - Family - Given	Off Class	Off Rm.	Teach. Hrs.	Eds. En.	0	1	2	3	4	5	6	7	8	9	10	11	12
55	VARJAN				C.			SMC2 308	SMC2 308	SMC2 308	L	PREP.	SMES 212	ADMIN. OF SM SHOPS				
44	NEJEZ				C.		SMD2 210	PREP.	L	SMC5 308	SMC5 308	SMC5 308	GUID.	GUID. 135				
17	BENSON	Coop Teacher OC 8-7			C.		SMA2 208	SMA2 208	TRANS.	SMA5 208	L	SMA5 208	TRANS.	PREP. 130				
49	POLLIZOTTO	4-9	311	9:28	C.			PREP.	DEPT.	SMD5 210	SMD5 210	L	SMA8 210	SMA8 210	SMA8 210			
117	VADELL, A.	COOP. TEACHER O.C. 4-3			C.			PREP.	GUID.	SMBS 135	L	SMBS 311	SMBS 311	SMBS 311	SMBS 311			
51	MORAN	8-7	B-12	8:00	C.		PREP	SMB2 315	SMB2 315	SMB2 315	L	SMBS 311	SMD5 210	DEPT.				
	VADELL, G.	COOP. TEACHER O.C. 4-8			C.			PREP	GUID.	SMES 135	SMES 212	L	SMD8 212	SMD8 212	SMD8 212			
159	CHOURLENIS	COOP. TEACHER O.C. 4-9.			C.		SMD2 210	SMD2 210	PREP.	DEPT.	L	SMCB 315	SMCB 315	SMCB 315				
	(COURT)				C.							SMAS 208						
	(MARONI)				C.				SMA2 208									

Department BASIC ENGINES
 Chairman KYLE / FRONTARIO

Departmental Program

Feb - June 1971
 (List teachers alphabetically)

For T

Chairman		JESUIT CHURCH																(List teachers alphabetically)	
NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
67	KYLE					Cl.		BEF-1	BEF-1	BEF-1		LUNCH	SUPER	SUPER	BEF-6				
						Rm.		111	111	415	DEPT				415				
59	PALERMO	4-5	149		928	Cl.				BEF-1	BEF-1	LUNCH	BEF-6	BEF-6		BEF-6	6-13	9	
						Rm.				111	111		415	415		415	111		
35	DE MARCO	6-12	115		800	Cl.		BEC-1	BEC-1			LUNCH	BEC-6	BEC-6	BEC-6				
						Rm.		115	115	DEPT			115	115	115				
195	DONNELLY	4-8	608		844	Cl.			BEE-1	BEC-1	BEC-1	LUNCH	BEE-6			BEE-6	6-14	9	
						Rm.			408	115	115		408			408	408		
181	VOIGT	6-14	408		800	Cl.		BEE-1		BEE-1	BEE-1	LUNCH		BEE-6	BEE-6		2-11	8	
						Rm.		408		408	408		DEPT	408	408		415		
28	GIACALONE	6-15	410		800	Cl.		BEB-1	BEB-1		BEB-1	LUNCH	BEB-6	BEB-6					
						Rm.		410	410	DEPT	410		410	410					
69	AMODIO					Cl.			PROGRAM	BEB-1	BEA-1	LUNCH	PROGRAM	PROGRAM	BEB-6	BEB-6	6-15	9	
						Rm.			ROOM	410	411		ROOM	ROOM	410	410	410		
60	CURCIO	6-16	411		800	Cl.		BEA-1	BEA-1	BEA-1	DEPT	LUNCH	BEA-6	BEA-6					
						Rm.		411	411	411			411	411					
66	KUKLIS	2-11	415		800	Cl.		BEO-1	BEO-1		BEO-1	LUNCH	DEPT	BMA-5	BMA-5				
						Rm.		415	415		415			110	110				
52	SHERTZMAN					Cl.									BEA-6	BEA-6	6-16	9	
						Rm.									411	411	411		
163	KELLY					Cl.										BEC-6		6-12	9
						Rm.										115		115	
						Cl.													
						Rm.													
						Cl.													
						Rm.													
						Cl.													
						Rm.													

B.M.

MR FRONTARIO / KELLY

Departmental Program

Feb. - June 1971

For Ter

List teachers by session. Annex teachers on separate sheet to be filled in by Annex Head

Teacher	OR	OR	Key	OS		1	2	3	4	5	6	7	8	9	10	Off	End of
Name	Class	Year		Time													Per
KELLY			163				SUPER	SUPER	BME-1	BME5	BME5	LUNCH	PREP	BE		6-12	9
									211	211	211			115		115	
HARDENFELDER	2-7	211	31	8 ⁰⁰			BME-1	BME-1	BME-1	LUNCH	PREP	DEPT	BME5	BME5		2-7	8
							211	211	211				211	211		2-11	
SCHERTZMAN	4-6	151	52	9 ²⁵					BMA-1	LUNCH	BME5	BME5		BE	135	* CHANGE	
									511		215	215		411	411	411	
CASTELLI	2-13	215	36	8 ⁰⁰			DEPT	BMD-1	BMD-1	LUNCH	BME5	BME5	BME5			* CHANGE	
									112	112		112	215	215		2-15	
PARKER	2-5	110	34	8 ⁰⁰			BMC-1	BMC-1	LUNCH	BMC-1	BMC5	BMC5					
							110	110		110	110	110					
GEORCI	2-6	112	161	8 ⁰⁰			BMD-1	BMD-1			BMD5	LUNCH	BMD5	BMD5		2-6	8
							112	112			112		112	112		112	
BAUST	Coop Teacher		19				BNA1	BNA1			BNA1	BNA5	BNA5				
	OC 2-13						511	511			511	511	511				
CASSEL	2-8	515	20	8 ⁰⁰			BMB1	BMB1			BMB1		BMB5	BMB5			
							515	515			515		511	511			
DINARDO	Coop Teacher		197				LATE	BMB1	LUNCH	BMB5	BMB5	CAR	BMB5			2-8	8
	OC 6-5						ROOM	515		515	515	PATROL	515			515	
KUKLIS			66									BMC5	BMC6			2-5	8
												110	110			110	
MARONI							BMC-1									* CHANGE	
							110										
KARP												BMB5					
												515					

3rd THIRD SPRING 1971. Note: ELECTRIC SHOP RM 215 WILL BE CLOSED. HYD SHOP RM 110 WILL BE REOPENED.

Department

Chairman

AE Shop

Departmental Program

Feb. - June 1971
(List teachers alphabetically)

For Term Beginning Nov. 17 11

Check Out

NO.	Teacher's Name Last Name, First	Of. Class	Off Rm.	Key Number	O. C Time			0	1	2	3	4	5	6	7	8	9	10	O. C	End of Period
																			Room	
57	WEINSTEIN	8-5	B-10		8:00	Cl.			AEA-1	AEA-1	AEA-1	AEA-1	LUNCH	AEA-6						
						Rm.			B-10	B-10	B-10	B-10		B-10						
38	LUCCESE					Cl.					AFB-1	CAFET.	LUNCH	CAFET.	AEA-6	AEA-6	AEA-6		8-5	9
						Rm.					B-11	SUPERV		SUPERV	B-10	B-10	B-10		B-10	
166	LEWIS					Cl.			AFB-1	AFB-1			LUNCH							
						Rm.			B-11	B-11										
25	SIEGEL	4-4	CAFETERIA KITCHEN		9:28	Cl.						AFB-1	LUNCH	AFB-6	AFB-6	TPAA 8	AFB-6		8-2	9
						Rm.						B-11		B-11	B-11	411	B-11		B-11	
154	RAMOS					Cl.			AFC-1		AEC-1	AEC-1	LUNCH		AEC-6					
						Rm.			B-12		B-12	B-12			B-12					
169	(Pignatelli) (ANNUNZIATO)	Coop Teacher				Cl.				AEC-1			LUNCH	AEC-6	TPAB-7	AEC-6	AEC-6		8-7	9
		OC 4-4				Rm.				B-12				B-12	531	B-12	B-12		B-12	
62	CASSESE	8-14	B-15		8:50	Cl.			AED-1	AED-1	AED-1	BEB-1	LUNCH			AED-6				
						Rm.			B-15	B-15	B-15	411				B-15				
41	Wright	Coop Teacher				Cl.						TESTELL	LUNCH	AEF-6	AEF-6	AEF-6Y	AEF-6Y			
		OC 8-5				Rm.						MAINT.		B-1	B-1	B-1	B-1			
42	McIntosh	Coop Teacher				Cl.			AEF-1	AEF-1	AEF-1Y	AEF-1Y	LUNCH			TESTELL				
		OC 8-14				Rm.			B-1	B-1	B-1	B-1				MAINT				
16	ARCURI	Coop Teacher				Cl.					AEF-1X	AEF-1X	LUNCH			TPAA 7	AEF-6X	AEF-6X		
		OC 4-15				Rm.					B-1	B-1			438	B-1	B-1			
24	GIORDANO	Coop Teacher				Cl.					AEF-1	AEF-1	LUNCH	AEF-6		TPAB 3	AEF-6		6-5	9
		OC 8-2				Rm.					412	412		412		238	412		412	
61	MILLER	6-5	412		8:00	Cl.			AEF-1	AEF-1			LUNCH		AEF-6	AEF-6				
						Rm.			412	412					412	412				
164	ANNUNZIATO					Cl.						AED-1	LUNCH	AED-6	AED-6		AED-6		8-14	9
						Rm.						B-15		B-15	B-15		B-15		B-15	
	FRONTARIO					Cl.										AFB-6				
						Rm.										B-11				
						Cl.														
						Rm.														

Department

Chairman

Departmental Program

Feb. - June 1971

(List teachers alphabetically)

For Term Beginning Jul. 1971

Check Out

KEY

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
46	NISSEN			46		Cl. Rm.				SUPERV.	SUPERV.	LUNCH	AMA-6 B-2	AMA-6 B-2	AMA-6 B-2	AMA-6 B-2			
34	KAPLAN	Coop Teacher Oct-10		34		Cl. Rm.		AMA-1 B-2	AMA-1 B-2	AMA-1 B-2	AMA-1 B-2	LUNCH		MAINT HANSAC	DEPT. *				
188	LIPARI	8-10	B-2	188	8:00	Cl. Rm.		AMB-1 B-2	AMB-1 B-2	AMB-1 B-2	AMB-1 B-2	LUNCH		DEPT *	THEB-8 149				
170	ANZALONE	Coop Teacher Oct-13		170		Cl. Rm.				DEPT *	LUNCH	THAB-5 335	AMC-6 B-2	AMC-6 B-2	AMC-6 B-2	AMC-6 B-2	8-10 B-2	9	
26	MAZZARA	8-13	B-2	26	8:00	Cl. Rm.		AMC-1 B-2	AMC-1 B-2	AMC-1 B-2	AMC-1 B-2			BME-6 515	DEPT *				
153	CORDARO	Coop Teacher Oct-12		153		Cl. Rm.				DEPT *	LUNCH	THAA-5 630	AMB-6 B-2	AMB-6 B-2	AMB-6 B-2	AMB-6 B-2	8-13 B-2	9	
43	KARRAM	4-3 CAFETERIA FRONT		43	9:28	Cl. Rm.				DEPT *	MAINT BROOK	LUNCH	AMD-6 104	AMD-6 104	AMD-6 104	AMD-6 104	4-9 311	9	
63	HOLTZER	6-13	III	63	8:00	Cl. Rm.		AMD-1 104	AMD-1 104	AMD-1 104	AMD-1 104	LUNCH		DEPT *	THEA-8 338				
55	KARP	8-12	310	155	8:00	Cl. Rm.		AME-1 310	AME-1 310		AME-1 310	LUNCH		THEA-7 151	AME-6 310				
32	VALENTI			32		Cl. Rm.				AME-1 310	CAFET. SUPERV.	AME-6 310	AME-6 310	CAFET. SUPERV.	AME-6 310		8-12 310	9	
58	TRONCALE					Cl. Rm.	COVERS TEACHER VISITS TO INDUSTRY												
	TUMMINELLO	3A1	212		9:28	Cl. Rm.				3A1 212	3A1 212	3A1 411	LUNCH	3A1 334	3A1 Cyle (on 308)		3A1 Cyle 7 am Set 5	8	
✓						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													

9TH YR.

Department

EXPLORATORY

Chairman

LONKY - CALABRESE

Departmental Program *

(List teachers alphabetically)

As of 9/8/71

For Term Beginning

SEPT. 1971

Check Out

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
1	CALABRESE, ✓			168		Cl. Rm.				WXB-3 508	WXB-3 508					WXB-9 508	WXB-9 508		
2	ALLEN, ✓	8-1	335	156	8:00	Cl. Rm.		WXB-1 508	WXB-1 508			WXB-5 508		SMXB-7 508	SMXB-7 508				
3	CALLAN, ✓			67		Cl. Rm.				WXA-3 512	WXA-3 512					WXA-9 512	WXA-9 512		
4	EVANS, ✓	1-9	512	15	8:00	Cl. Rm.		WXA-1 512	WYA-1 512			WYA-5 512		WXA-7 512	WXA-7 512			1-9 512	8 ✓
5	WILLIAMS, ✓	Comp. Tech. CLB-4		56		Cl. Rm.	EARLY SWITCH BOARD	SMXB-1 611	SMXB-1 611	SMXB-3 611	SMXB-3 611		WXB-5 508						
6	DURKIN, ✓	Comp. Tech. CLB-6		68		Cl. Rm.				SMXA-3 312	SMXA-3 312	SMXA-5 312				SMXA-9 312	SMXA-9 312		
7	NAUMANN, ✓	Comp. Tech. OCB-7				Cl. Rm.		SMXA-1 312	SMXA-1 312				SMXA-5 312	SMXA-7 312	SMXA-7 312			1-12 334	8
	(REHAUSER)			50		Cl. Rm.						SMXB-5 611	SMXB-5 611						
	(BENSON)			17		Cl. Rm.										SMXB-9 608	SMXB-9 608		
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													

10TH YEAR
 Department COMPOSITE AIRFRAMES
 Chairman DESTEFANO - LONKY

 As of 9/8/71
Departmental Program
For Term Beginning SEPT. 1971

(List teachers alphabetically)

Check Out

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
8	DESTEFANO			23		Cl. Rm.			CAA-2 512	CAA-2 510	CAA-2 510			CAA-5 510					
9	ESPAILLAT	3-6	311	37	9:28	Cl. Rm.						CAA-5 510	CAA-5 510		CAA-8 510	CAA-8 510	CAA-8 510	3-6 243	10✓
10	CICCARONE	1-9	21			Cl. Rm.		LATE ROOM	CAB-2 610	CAB-2 610		CAB-5 610	L	CAB-5 610					
11	LISELLA	3-4	311	48	9:28	Cl. Rm.					SMA-2 208		WKA-5 512		CAB-8 610	CAB-8 610	CAB-8 610	1-14 536	10✓
12	DONAHUE	3-2	631	183	9:28	Cl. Rm.						CAD-5 612	CAD-5 612		CAD-8 612	CAD-8 612	CAD-8 612	3-2 CAFE.	10✓
13	FRIEDMAN	3-11	612	27	8:44	Cl. Rm.			CAD-2 612	CAD-2 612	CAD-2 612		GUID OFFICE			SMA-8 308		3-14 308	9✓
14	COURT	3-7	612	30	9:28	Cl. Rm.					CUTTING OFFICE	CAC-5 608		SMC-5 308	CAC-8 608	CAC-8 608	CAC-8 608	3-1 634	10✓
15	OLSON	5-16	435	47	8:00	Cl. Rm.		CUTTING OFFICE	CAC-2 608	CAC-2 608	CAC-2 608	L	CAC-5 608	CAC-5 608					
16	REHAUSER	3-3	637	50	9:28	Cl. Rm.						CAB-5 611	CAB-5 611		CAB-8 611	CAB-8 611	CAB-8 611	3-3 637	10✓
17	LONKY					Cl. Rm.													
	(Passarelli)					Cl. Rm.					CAB-2 610								
	(Marconi)					Cl. Rm.							CAB-5 610						
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													
						Cl. Rm.													

Department

AVIATION SHEET METAL

Chairman

LONKY-VARIAN

Departmental Program

For Term Beginning

SEPT. 1971

(List teachers alphabetically)

Check Out

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
18	VARLAN			55		Cl.						SMC-5	SMC-5		SMA-8		SMA-8		
						Rm.						208	208		208		208		
19	BENSON			17		Cl.				TRANS	TRA-C	SMA-5	SMA-5			SMA-8	SMA-8		
						Rm.						208	208			208	208		
20	POLLIZOTTO			49		Cl.				SMB-2	SMB-2		CUTTING		SMB-8	SMB-8	SMB-8		
						Rm.				210	210		OFFICE		210	210	210		
21	VADILL			117		Cl.						SMC-5	SMC-5		SMD-8	SMD-8	SMD-8	3-4	10✓
						Rm.						311	311		311	311	311	311	
22	MORAN			51	8:44	Cl.				SMD-2	SMD-2		SMD-5	SMD-5	SMD-5				
						Rm.				315	315		315	315	315				
23	Chourlenis			159	9:28	Cl.						LATE	SMB-5	SMB-5		SMC-8	SMC-8	SMC-8	3-7
						Rm.						ROOM	212	212		212	212	212	CAFE-FRONT SEC 8, 9 10✓
24	MARONI			40		Cl.				BMBI	SMD-2		CAB-5						
						Rm.				112	315		610						
	(WIZBICKY)					Cl.									SMA-5				
						Rm.									208				
	(MILLER)					Cl.				SMB-2	SMB-2				SMB-5				
						Rm.				308	308				212				
	(Pignatelli)					Cl.									SME-5				
						Rm.									311				
	(COURT)					Cl.									SMB-5				
						Rm.									308				
	(Schuler)					Cl.				SMA-3	SMA-3								
						Rm.				208	208								
	(LISELLA)					Cl.						SMA-3							
						Rm.						308							
	(KAPLAN)					Cl.				SMB-2									
						Rm.				210									
	(CURCIO)					Cl.													
						Rm.									311				

52

3

Department BASIC AIRCRAFT POWERPLANTS
 Chairman KYLE / FRONTALI

as of 9/8/71
Departmental Program *

For Term Beginning SEPT 1971

(List teachers alphabetically)

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C.	End of Period
																		Room	
25	KYLE	✓		67		Cl. Rm.		BEA 1 111	BEA 1 111		BEA 1 410				BEA 6 111				
26	TALERMO	✓	3-17	608	59 8 ⁴⁵	Cl. Rm.				BEA 1 111	BEA 1 111		BEA 6 111	BEA 6 111		BEA 6 111		7-14 111	9 ✓
27	DE MARCO	✓	5-1	115	35 8 ⁰⁰	Cl. Rm.		BEB-1 115	BEB-1 115				BEB-6 115	BEB-6 115	BEB-6 115				
28	VOICET	✓	5-2	408	181 8 ⁰⁰	Cl. Rm.		BEC-1 408	BEC-1 408				BEC-6 408	BEC-6 408	BEC-6 408				
29	AMODOIO	✓		69		Cl. Rm.			PROG ROOM	BEC 1 408	BEC 1 408		BED-6 410		PROG ROOM	BED 6 410		5-3 410	9 ✓
30	GINACALONE	✓	5-3	410	28 8 ⁰⁰	Cl. Rm.		BED-1 410	BED-1 410	BED-1 410		PUPILS CAFETERIA		BED-6 410	BED-6 410				
31	KUPPIS	✓	5-1	8	66	Cl. Rm.			GUID OFFICE	BEB-1 115	BEB-1 115		BEE 6 415		BEE 6 415	BEE-6 415		5-4 415	9 ✓
32	CURCIO	✓	5-13	411	60 8 ⁰⁰	Cl. Rm.		BEE-1 411	BEE-1 411				BEE6 411	BEE6 411	BEE6 411				
33	GRANT	✓	5-4	415	70 8 ⁰⁰	Cl. Rm.		BEE 1 415	BEE-1 415	BEE 1 415					TPEB-8 437				
67	Pignatelli	✓	5-1	14		Cl. Rm.				BEE1 411	BEE1 411		BEE6 215	SMES 311		BEE6 411		5-13 411	9
	(GORLICK)					Cl. Rm.										BEB 6 115			
	(Schulder)					Cl. Rm.										BEC-6 408			
	(SIEGEL)					Cl. Rm.								BEE-6 415					
						Cl. Rm.													
	(CASSESE)					Cl. Rm.					BEE-1 415								

53

Department BASIC AIRCRAFT MAINTChairman KELLY / FRONTARIO

As of 9/8/71

Departmental Program x

For Term Beginning SEPT. 1971

(List teachers alphabetically)

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	Check Out	
																		O. C. Room	End of Period
34	KELLY	✓		163		Cl. Rm.						BMC-3 211	BMC-3 211	BMC-3 511	BMC-3 511				
35	HARDENFELDER	✓	1-3	211	31	8 ⁰⁰		BMC-1 211	BMC-1 211		BMC-1 211			BMC-3 211	BMC-3 211			1-3 211	8 ✓
36	PARKER	✓	1-4	110	54	8 ⁰⁰		BMA-1 110	BMA-1 110		BMA-1 110			BMA-3 110	BMA-3 110			1-4 110	8 ✓
37	GEORGI	✓	1-5	112	161	8 ⁰⁰		BMB-1 112	BMB-1 112		BMB-1 112			BMB-3 112	BMB-3 112			1-5 112	8 ✓
38	BAUST	✓	1-6	511	19	8 ⁰⁰		BME-1 511	BME-1 511		BME-1 511	BME-3 511	BME-3 511					1-6 511	8 ✓
39	CASSEL	✓	1-7	515	20	8 ⁰⁰				BME-1 511		BME-3 515	BME-3 515	BME-3 515	BME-3 515			1-7 515	8 ✓
40	GORLICK		Comp Test cc 1-6	52							SMC-2 308	BMD-3 215		BMD-3 215	BMD-3 215	BEB-6 115		5-1 115	9 ✓
41	CASTELLI	✓	1-8	215	36	8 ⁰⁰		BMD-1 215	BMD-1 215	BMD-1 215		BMB-3 112	BMB-3 112					1-8 215	8 ✓
42	SCHEULEN		3-13	208		8 ⁴⁰			SWA-2 208	SWA-2 208		BMA-3 110	BMA-3 110			SETTING RE-6 OFFICE 408		5-2 408	9 ✓
	(HOLTZER)									BMC-1 211									
	(VALENTI)									BMA-1 110									
	(MARONI)									BMB-1 112									
	(LIPARI)										BMD-1 215								
	(Pignatelli)												BMD-3 215						

45

Department ADVANCED POWERPLANT
 Chairman ANNUNZIATO, J. FRANKLIN

Departmental Program

For Term Beginning SEPT 1971

(List teachers alphabetically)

Check Out

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C. Room	End of Period
43	ANNUNZIATO, J.	✓		164		Cl. Rm.		AEC-17 B-15	AEC-17 B-15		AEC-17 B-15				AEC-67 B-15				
44	CASSIDY, J.	✓		3-17 67		Cl. Rm.				AEC-17 B-15	3EE-1 415		AEC-67 B-15	AEC-67 B-15		AEC-67 B-15		7-13 B-15	9 ✓
45	WEINSTEIN, J.	✓		7-4 B-1057	8:00	Cl. Rm.		AEA-1 B10	AEA-1 B10				TPF-6 331	AEA-6 B-10	AEA-6 B-10				
46	LUCCESI, J.	✓		3-19 38		Cl. Rm.				AEA-1 B10	AEA-1 B10		AEA-6 B-10		TPFA-3 334	AEA-6 B10		7-4 B-10	9 ✓
47	LEWIS, J.	✓		166		Cl. Rm.							AFB-67 B-11	AFB-67 B11		AFB-67 B11		7-5 B-11	9 ✓
48	SIEGEL, J.	✓		7-5 B-11	25 8:00	Cl. Rm.		AFB-17 B11	AFB-17 B11		AFB-17 B11			3EE-6 415	AFB-67 B11				
49	RAMOS, J.	✓		3-13 154		Cl. Rm.					AFB-17 B-12		AVI OFFICE	TPFA-7 438	AFB-6 B12	AFB-6 B12		3-13 208	9
50	WIZBICKY, J.	✓		7-13 B-15	41 8:00	Cl. Rm.		AFB-17 B-1	AFB-17 B-1	AFB-17 B-1				SMIA-5 208	AFB-17 B-1				
51	ARCURI, J.	✓		5-2 16		Cl. Rm.				AFB-17 B-11	AFB-17 B-1		AFB-67 B-1	AFB-67 B-1		AFB-67 B-1		3-15 315	9 ✓
52	GIORDANO, J.	✓		7-6 412	24 8:00	Cl. Rm.		AED-1 412	AED-1 412	AED-1 412			AED-6 412	AED-6 412	GUID OFFICE				
53	MILLER, J.	✓		3-14 308	61 8:44	Cl. Rm.			SMC-2 308	SMC-2 308		TAMAS 408		SMB5 212				3-17 608	9
54	TANNENBAUM, J.	✓		FAA23-12	169 8:01	Cl. Rm.		AFB-17 B-12	AFB-17 B-12	AFB-17 B-12			AFB-67 B-12	AFB-67 B-12					
55	DONNELLY, J.	✓		195		Cl. Rm.				AFB-17 B-12	AFB-17 B-12		AFB-67 B-12	AFB-67 B-12		AFB-67 B-12			
56	PASSARELLI, J.	✓		5-4		Cl. Rm.				AFB-17 B-12	AFB-17 B-12		AFB-67 B-12	AFB-67 B-12		AFB-67 B-12		7-6 412	9

Department ADVANCED AIRCRAFT MAINTENANCEChairman NISSEN / FRANTZ

Departmental Program

For Term Beginning SEPT. 1971

(List teachers alphabetically)

NO.	Teacher's Name Last Name, First	Off Class	Off Rm.	Key Number	O. C. Time		0	1	2	3	4	5	6	7	8	9	10	O. C.	End of Period
																		Room	
56	NISSEN			46		Cl. Rm.		AMF-1 B-2	AMF-1 B-2	AMF-1 B-2	AMF-1 B-2								
57	KAPLAN	✓	Coop Teacher 06-7-10	34		Cl. Rm.			SMB 2 210				AMF-6 B-2	AMF-6 B-2	AMF-6 B-2	AMF-6 B-2		7-2 B-2	9✓
58	LIPARI	✓	1-14	536	138	9:28	Cl. Rm.			LATE PMDS ROOM; 215			AMF-6 B-2	AMF-6 B-2	AMF-6 B-2	AMF-6 B-2		3-11 233	9✓
59	ANZALONE	✓	7-1	B-2	170	8:00	Cl. Rm.	AMB-1 B-2	AMB-1 B-2	THEA-3 338	AMB-1 B-2				AMB-6 B-2				
60	MAGLARA	✓	FAA-1	B-2	26	—	Cl. Rm.			AMB-1 B-2	AED-1 412		AMB-6 B-2	AMB-6 B-2		AMB-6 B-2		7-1 B-2	9
61	CORDARO	✓	7-2	B-2	153	8:00	Cl. Rm.	AMB-1 B-2	AMB-1 B-2	AMB-1 B-2	AMB-1 B-2		THEA-6 424		PUPILS CHIEFEN				
62	KARRAM	✓	7-14	111	93	8:00	Cl. Rm.	AMB-1 104	AMB-1 104	AMB-1 104	AMB-1 104				THEA-6 438				
63	HOLTZER	✓	Coop Teacher 06-7-2	63			Cl. Rm.			AMB-1 211			AMB-6 104	AMB-6 104	AMB-6 104	AMB-6 104		3-12 145	9
64	TRUNCALF	✓	7-3	310	58	8:00	Cl. Rm.	AMB-1 212	AMB-1 212	AMB-1 212	AMB-1 212		CAPT. PT-7 335						
65	KARP	✓			145		Cl. Rm.	AMB-1 312	AMB-1 312	AMB-1 312	AMB-1 312				AMB-6 310				
66	VALENTI	✓	Coop Teacher 06-7-6	32			Cl. Rm.			AMB-1 110	AMB-1 310		AMB-6 B10	AMB-6 310		AMB-6 310		7-3 310	9✓
	(OPDITER)	✓	Coop Teacher 06-1-3				Cl. Rm.								THEB-8 536				
	Tammarello	✓	Cafe Teacher 5-8-89	4A1	5-8-89	9:28	Cl. Rm.			4A1 515	4A1 515	4A1 210	LUNCH 342	4A1 342	4A1 149				
							Cl. Rm.												

95

		Periods		No Sept. Program	Added Sept.
		June	Sept.		
1	Allen	5	5		
2	Amodio	4	4		
3	Annunziato	4	4		
4	Anzalone	5	5		
5	Arcuri	5	5		
6	Barg	4		→ Barg	← Evans
7	Bavst	5	5		
8	Benson	4	4		
9	Calabrese	4	4		
10	Callan	4	4		
11	Cassel	5	5		
12	Cassese	5	5		
13	Castelli	5	5		
14	Chovrlenis	5	5		
15	Ciccarone	4	4		
16	Cordaro	5	5		
17	Court	5	5		
18	Curcio	5	5		
19	De Marco	5	5		
20	De Stefano	5	4		
21	D. Nardo	5		→ Diharido	← Gorlick
22	Donahue	5	5		
23	Donnelly	5	4		
24	Durkin	5	5		
25	Espaillet	5	5		
26	Farash	5		→ Farash	← Grunt
27	Friedman	4	4		
28	Georgi	5	5		
29	Giacalone	5	5		
30	Giordano	5	5		
31	Hardenfelder	5	5		
32	Holtzer	5	5		
33	Kaplan	4	5		
34	Karp	5	4		
35	Karram	4	5		
36	Kelly	4	4		
37	Kukils	5	5		
38	Kyle	4	4		
39	Lewis	2	3		
40	Lipari	5	5		
41	Lisella	5	5		
42	Luccese	4	5		
43	Maroni	2	3		
44	Mazzara	5	5		
45	McIntosh	4		→ McIntosh	← Naumann
46	Miller	4	4		
47	Moran	5	5		
48	Nejcz	4		→ Nejcz	← Passarello
49	Nissen	4	5		
50	Olson	5	5		
51	Palermo	5	5		
52	Parker	5	5		
53	Pignatelli	5	5		
54	Pollizotto	5	5		
55	Ramos	4	4		
56	Rehauser	5	5		
57	Schertzman	5		→ Schertzman	← Scheulen
58	Siegel	5	5		
59	Truncate	over 5	5		
60	Turnine llo	5	5		
61	Vadell, A.	5	5		
62	Vadell, G.	5		→ Vadell, G.	← Tannenbaum
63	Valenti	4	5		
64	Varjan	4	4		
65	Voight	5	5		
66	Weinstein	5	5		
67	Williams	5	5		
68	Wizbicky	4	5		

- ATR Teachers -

June 1971		Sept. 1971	
1. Selz	→	← Farash	
2. Scheulen	→	← Hendrickson	

Lists alphabetized
for convenience only

The City School District of New York

This is to Certify *that*SOC. SEC. NO. 098-12-3772

Date 5/06/71

FILE NO. 334265
(SEE BELOW)MR. GEORGE R. VADELL
21 24 CRESCENT ST
ASTORIA NY 11105

having passed the required tests of character, scholarship, and general fitness, is hereby Licensed to
serve as

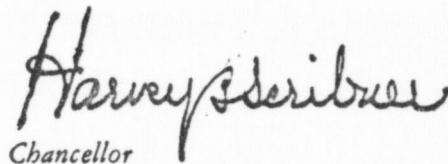
TEACHER OF INDUSTRIAL ARTS

In the

DAY HIGH

Schools

of The City of New York, subject to the By-Laws of the Board of Education and subject to the
conditions, if any, under which the issuance of this license was recommended and authorized.



Chancellor

THE FILE NUMBER LISTED ABOVE, IS YOUR PERMANENT NUMBER FOR PAYROLL PURPOSES UNDER ALL
ASSIGNMENTS AND APPOINTMENTS. IT IS TO BE GIVEN TO THE SCHOOL SECRETARY OF THE SCHOOL TO
WHICH YOU HAVE BEEN ASSIGNED.

FORM OP-110-35M-12-70

The City School District of New York

This is to Certify that

Date 7/1/71

SOC. SEC. NO. 098-12-3772

FILE NO. 334265

(SEE BELOW)

MR. GEORGE B. VADELL
21-24 CRESCENT ST.
ASTORIA, N.Y. 11105

having passed the required tests of character, scholarship, and general fitness, is hereby Licensed to
serve as TEACHER OF MACHINE SHOP

In the DAY HIGH Schools

of The City of New York, subject to the By-Laws of the Board of Education and subject to the
conditions, if any, under which the issuance of this license was recommended and authorized.

Harvey Seidner
Chancellor

THE FILE NUMBER LISTED ABOVE, IS YOUR PERMANENT NUMBER FOR PAYROLL PURPOSES UNDER ALL
ASSIGNMENTS AND APPOINTMENTS. IT IS TO BE GIVEN TO THE SCHOOL SECRETARY OF THE SCHOOL TO
WHICH YOU HAVE BEEN ASSIGNED.

FORM OP-110-334-12-70

AVIATION HIGH SCHOOL
Frank Woehr, Principal

Document VI

October 7, 1971

NEW YORK STATE BASIC EDUCATIONAL DATA

ASSIGNMENT CODES FOR CLASSROOM TEACHERS -

<u>SHOP</u>		<u>MUSIC</u>	
Aviation Powerplant (FAA-BE & AE)	5218	General Music	4718
Aviation Airframe (FAA-CA, SM, BM, AM)	5219	Concert Bd.	4746
General Aviation Mech. Non-FAA	5220	Instrumental Class	4760
Pre-vocational Exploratory (WX & SIX)	5236	Chorus	4768
<u>ENGLISH</u>		<u>SCIENCE</u>	
Remedial Rdg. (RR)	3016	Gen. Sci. (SIX)	4224
Eng. 9th Yr.	3116	Basic Sc. (SI)	4298
Eng. 10th Yr.	3118	THE, TIE	5312
Eng. 11th Yr.	3120	THE, TIE	5312
Eng. 12th Yr.	3122	Chemistry (Regents)	4252
Composition and/or Creative Writing	3124	Physics (Regents)	4270
Dram.	3136	A.P.L.	4285
Speech	3138	Other Science	4298
(Not Corrective)		<u>MATHEMATICS</u>	
Log (Journalism)	3142	Math 9 - Pre Algebra (9PA)	4136
Multi-Ethnic Literature	3148	Math 9 - Algebra - 1 yr. (9IA, 9IB)	4138
Film Study	3150	Math 9 - Algebra - 1½ yrs. (9IA, 9IB, 9IC)	4140
Literary Types	3152	Basic Math (11, 12)	4151
Other English	3154	Math 10	4152
Speech Correction	2932	Math 11	4164
<u>SOCIAL STUDIES</u>		1211	4171
Asian & African Culture (AG)	4322	Mathematics Using Calculators	4195
European Culture Studies (WH)	4324	Other Math	4198
American Studies (AH)	4326	<u>SPANISH</u>	
Economics	4344	1st Year	3422
Other Social Studies	4363		
<u>HEALTH EDUCATION</u>			
Physical Ed.	4612		
Hygiene (Health Ed)	4514		
<u>ART AND DRAWING</u>			
Adv. Mech. Drawing (ADR)	4424		
Tr. Draw.	4422		
Art Appreciation	4464		

October 1971

10/1/71

Dear Judy

we may need a list of the official vocational H.S.
quota teachers for:

June 1971

Sheulen
Selz

Sept 1971

Hendrickson
Unfilled (Farash)

I will need this info before 12:36 today when I
commence my run down to the Board.

thank you
John N. (the sprinter)

BOARD OF EDUCATION
THE CITY OF NEW YORK

AVIATION HIGH SCHOOL

SANTO J. FRONTARIO, PRINCIPAL
QUEENS BOULEVARD & 36TH STREET
LONG ISLAND CITY, N. Y. 11101
PHONE: 361-2032APPROVED - N. Y. STATE
REGENTS SUBJECTS & EXAMINATIONS
CERTIFICATE #5159APPROVED AVIATION MAINTENANCE
TECHNICIAN SCHOOL (A/P)
FEDERAL AVIATION ADMINISTRATION #3323

3 de noviembre de 1975

Estimados Padres:

El jueves, 6 de noviembre, por la tarde, tendremos nuestras conferencias entre los padres y los padres y los maestros.

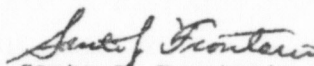
Por tal motivo, los alumnos saldrán de la escuela mas pronto.

El horario para despedir los alumnos es el siguiente:

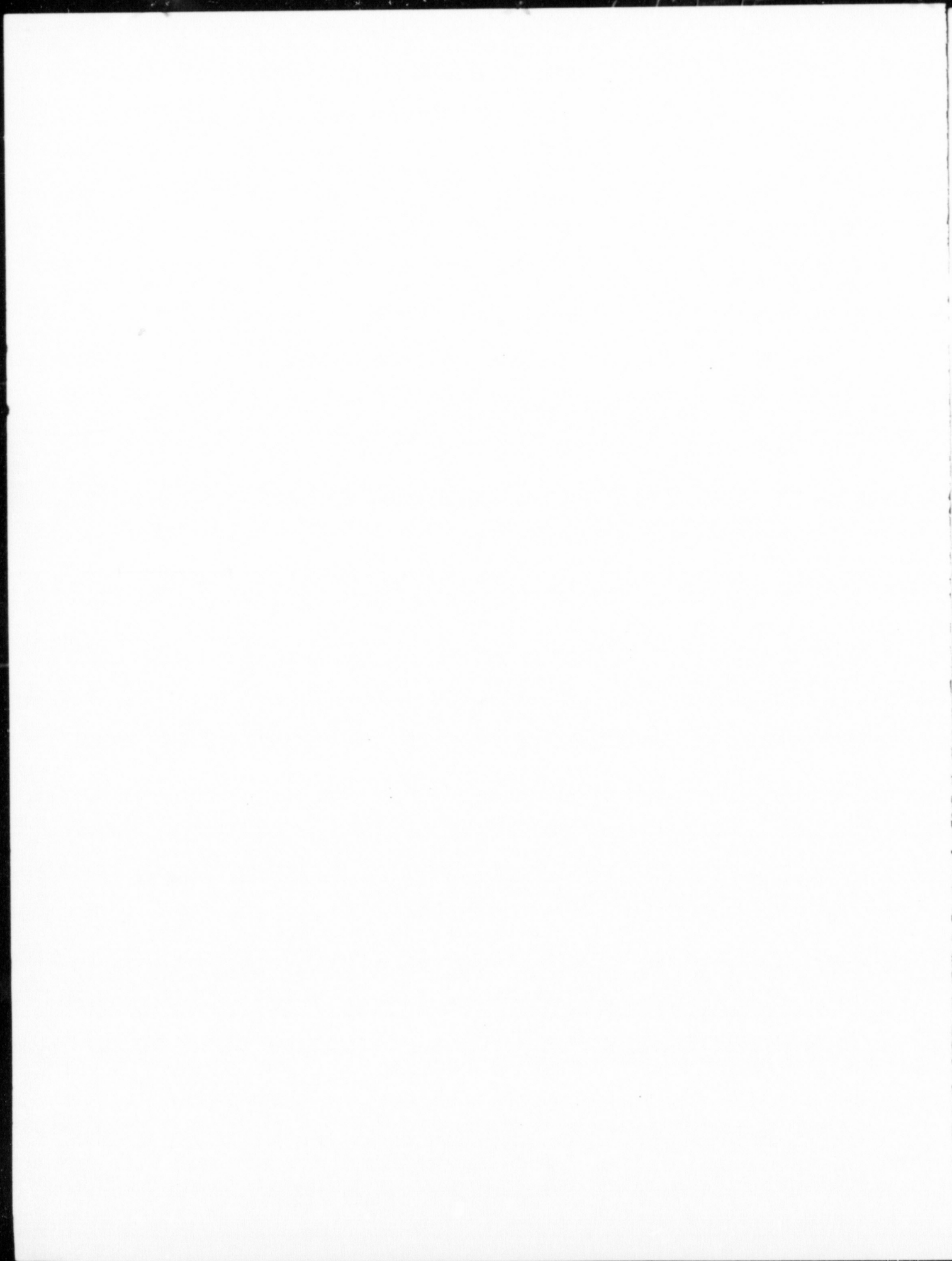
1. Clases 1-2 a 1-6, 1-13, 1-15, 1-16 y 3-1 a 3-7 a las 10:30 A.M.
2. Clases 1-1, 1-7, 1-8, 3-8 a 3-19, 5-1 a 5-18 y 7-1 a 7-12 a las 10:55 A.M.
3. Clases 1-9 a 1-12, 1-14, 7-13 y 7-14 a las 11:20 A.M.
4. Clases 3-20, 3-21, 3-22, 7-15 y 7-16 a las 12:15 P.M.

Yo y los profesores tenemos muchas ganas de verles ese día a las 12:15 P.M.

Sinceramente,


Santo J. Frontario
Principal

NOTA: Para los padres que desean venir por la noche y hablar con los profesores, la escuela estará abierta el miércoles 12 de noviembre de las 7:00 P.M. hasta las 9:30 P.M.



BOARD OF EDUCATION
THE CITY OF NEW YORK

AVIATION HIGH SCHOOL

SANTO J. FRONTARIO, PRINCIPAL
QUEENS BOULEVARD & 36TH STREET
LONG ISLAND CITY, N. Y. 11101
PHONE: 351-2032

APPROVED — N. Y. STATE
REGENTS SUBJECTS & EXAMINATIONS
CERTIFICATE #5159

APPROVED AVIATION MAINTENANCE
TECHNICIAN SCHOOL (A/P)
FEDERAL AVIATION ADMINISTRATION #3323

November 3, 1975

Dear Parents:

On Thursday afternoon, November 6, Parent-Teacher Conferences will be held.

The following "Dismissal Schedule" for students will be observed:

1. Official Classes 1-2 through 1-6, 1-13, 1-15, 1-16 and 3-1 through 3-7 —at 10:30 A.M.
2. Official Classes 1-1, 1-7, 1-8, 3-8 through 3-19, 5-1 through 5-18, and 7-1 through 7-12 —at 10:55 A.M.
3. Official Classes 1-9 through 1-12, 1-14, 7-13 and 7-14 —at 11:20 A.M.
4. Official Classes 3-20, 3-21, 3-22 and 7-15 and 7-16 —at 12:15 P.M.

The teachers and I look forward to greeting you on that day, beginning at 12:15 P.M.

Sincerely yours,

Santo J. Frontario
Santo J. Frontario
Principal

Note: Open School Night will be Wednesday, November 12, 1975.

Teachers will be available from 7:00 P.M. to 9:30 P.M.



PROGRAM

Every student in Aviation High School is prepared for a job in the aerospace industry. Those who plan to go to college take special academic subjects to meet college entrance requirements.

FAA AVIATION MAINTENANCE TECHNICIAN PROGRAM (A)

NINTH YEAR

Exploratory Shop
10 pds. per wk.
English
World Geography
General Mathematics
General Science
Art
Health Education

TENTH YEAR

Shop 15 pds. per wk.
Trade Drawing
English
Basic Mathematics
Basic Science
Health Education - Music

ELEVENTH YEAR

Shop 20 pds. per wk.
English
World History
Related Technical Science
Hygiene
Health Education - Music

TWELFTH YEAR

**Shop 20 pds. per wk.
English
American History
Economics
Related Technical Science
Health Education - Music

*Regents Classes

**Specialization for an entire year leading to an F.A.A. Airframe or Power Plant Maintenance Technician's Certificate of Competency

†Advanced Physics Lab, Calculus and Advanced Mechanical Drafting (Elective)

FAA DUAL PURPOSE PROGRAM WITH REGENTS (COLLEGE ENTRANCE) PROGRAM (B)

NINTH YEAR

Shop-Exploratory
10 pds. per wk.
English
World Geography
*Ninth Year Math. (Algebra)
General Science
Art
Health Education

TENTH YEAR

Shop 15 pds. per wk.
English
*Tenth Year Mathematics
*Chemistry (6 pds. per wk.)
Hygiene
Health Education - Music

ELEVENTH YEAR

Shop 20 pds. per wk.
English
World History
*Eleventh Year Mathematics
*Physics (6 pds. per wk.)

TWELFTH YEAR

†Shop 20 pds. per wk.
*English
*American History
*Economics
*Advanced Algebra
*Math Analysis (Elective)
Health Education - Music

Opportunities in a Fast-Growing Aerospace Industry

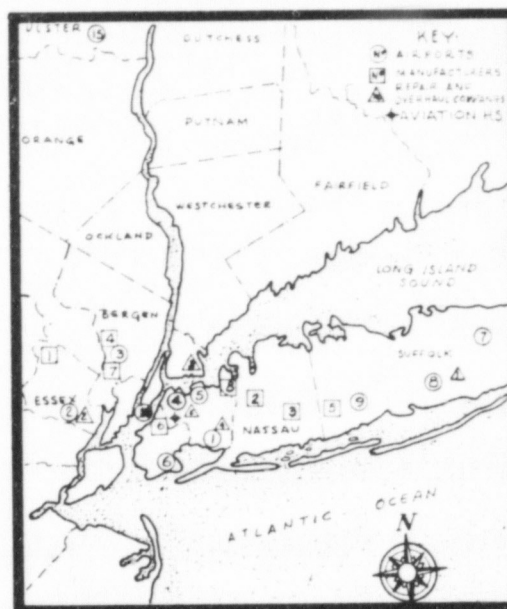
EMPLOYMENT — IN SELECTED YEARS

	1939	1949	1959	1969
Missiles & Space		10,000	80,000	180,000
Civil Aviation	30,000	150,000	250,000	300,000
Aircraft & Parts	65,000	260,000	650,000	750,000
Other Aerospace	15,000	90,000	300,000	525,000
TOTAL	110,000	510,000	1,280,000	1,755,000

The aerospace industry is the nation's largest manufacturing employer with 7.4% of all manufacturing employees and 13% of all durable goods employees. About half of the above are production technician workers and the other half are technical and administrative personnel. The figures above do not include military personnel employed by the armed services.

The long term trend is toward increased employment overall, with fewer and more efficient production workers and increased numbers of engineers, technicians and scientists.

Many of These Jobs Are Right Here In the New York Area



AIRPORTS

1. Kennedy International, Jamaica, L. I.
2. Newark, Port St., Newark
3. Teterboro, Teterboro, N. J.
4. LaGuardia, Jackson Heights, L. I.
5. Flushing, Flushing, L. I.
6. Floyd Bennett, Brooklyn, N. Y.
7. MacArthur Airport
8. Deer Park Airport
9. Republic Field
10. Pan Am Helicopter Port, N. Y. C.

MANUFACTURERS

1. Curtis Wright Corp., Caldwell, N. J.
2. Fairchild Engine, Mineola, L. I.
3. Grumman Aircraft, Bethpage, L. I.
4. Bendix, Teterboro, N. J.
5. Fairchild Hiller Republic Aircraft Corp.
6. Edo Aircraft Corp., College Pt., L. I.
7. Air Associates, Teterboro, N. J.
8. Sperry, Great Neck, L. I.

Aviation

as a

Career



BOARD OF EDUCATION
THE CITY OF NEW YORK

AVIATION HIGH SCHOOL

FRANK WOHR, Principal

QUEENS BLVD. and 36th STREET
LONG ISLAND CITY, N. Y. 11101

Telephone: 361-2032

**APPROVED FAA CERTIFIED
AVIATION MAINTENANCE TECHNICIAN SCHOOL**

N. Y. STATE REGENTS SUBJECTS AND EXAMINATION

Document IX

THE WORK OF THE AVIATION MAINTENANCE TECHNICIAN

✈ Maintenance and Repair

The aviation maintenance technician keeps the airplane and its power plant in operation. He is the maintenance man in the small airport, the repair station, and on the giant airliner. He is the man who "keeps 'em flying." An FAA certificate of competency is a requisite for work in this area.

✈ Production

The aviation maintenance technician builds the airplane frame and engine. He is the aircraft sheet metal worker, aircraft welder, riveter, assembler, engine technician or other specialist, who contributes his individual skills in aircraft construction from the light pleasure plane to the multi-engined propeller or jet planes.

✈ Supervision

The experienced aviation maintenance technician also supervises the work of the other technicians. He is the crew chief, head technician, foreman, inspector or flight engineer.

✈ Engineering and Design

The aviation worker with technical training finds employment in the technical phases of the aircraft industry. He may go to college to qualify as an aeronautical, mechanical, electrical, production or maintenance engineer.

**AVIATION HIGH SCHOOL
PREPARES FOR THESE JOBS**

AVIATION HIGH SCHOOL OFFERS

Aviation High School is a central vocational high school specializing in the area of aviation. All students in tenth, eleventh and twelfth year carry an eight period program of academic and shop work which prepares them for work in the aerospace industry.

✈ Aviation Maintenance Technician Course (FAA)

Provides the trade training and related information needed for employment as an apprentice aviation maintenance technician. Selected and qualified graduates receive the FAA airframe or power plant maintenance technicians certificate of competency.

✈ Aviation Dual Purpose (College Prep Course B)

Prepares qualified students for a New York State Regents diploma and may prepare for an FAA certificate of competency. Provides the foundation necessary to meet the requirements for admission to engineering college, and at the same time the technical training needed for aviation employment.

✈ Exploratory Course (9th Year)

An 8th Grade Graduate can enter the Exploratory Course where a basic program of Academic and Shop subjects will provide the opportunity to determine his abilities and interests. With the guidance provided by his teachers he can make an appropriate vocational decision.

✈ Co and Extra-Curricular Activities:

Student Government, Athletics, Clubs, Publications, School Services, Assemblies, Community Activities, Honor Society, Dramatics, Music Organizations, Field Trips.

✈ Night Courses

Evening trade extension courses are open to persons employed in aviation and related trades who desire to prepare for FAA maintenance technician examinations, improve their skills and/or prepare for advancement. Special programs are organized to meet the needs of interested adults following approval of Board of Education.

Admission to Aviation High School

Requirements for admission to the Aviation High School day program.

1. Residence in New York City.
2. Graduation of: 8th year elementary schools; 8th year intermediate schools; 9th year junior high schools.
3. Those students desiring a transfer from another senior high school should arrange for same through their present school.
4. The student is required to take an entrance examination. The application must be filed in November for the following September admission. The examination usually occurs in January.
5. A personal interview of all applicants is held at Aviation High School for the purpose of determining student interest in aviation and general attitude toward aerospace industry training.

STUDENTS SHOULD CONSULT THEIR GUIDANCE COUNSELOR OR PRINCIPAL FOR FURTHER INFORMATION OR CALL OR WRITE TO THIS SCHOOL.

Important Facts About Aviation H. S.

1. Accommodates 2400 day students; is the largest public aviation high school in the country.
2. Is an Approved Airframe and Power Plant Maintenance Technician School — (A P) Federal Aviation Administration No. 3323.
3. Is approved to give New York State Regents subjects and examinations qualifying for college entrance.
4. Is an approved Airframe Repair Station — Fabric — Federal Aviation Administration No. 267.
5. Has the help and guidance of the Aeronautic Educational Commission which consists of leaders in the aviation and aerospace industry.

BOARD OF EDUCATION OF THE CITY OF NEW YORK
OFFICE OF PERSONNEL

September 17, 1971

COMMUNITY SCHOOL BOARD CHAIRMEN, ALL SUPERINTENDENTS, EXECUTIVE DIRECTORS, DIRECTORS, HEADS OF BUREAUS AND PRINCIPALS OF ALL DAY SCHOOLS

Ladies and Gentlemen:

POLICY OF THE OFFICE OF PERSONNEL ON NOMINATIONS AND
RENOMINATIONS FOR TEMPORARY PER DIEM TEACHER CERTIFICATES

PURPOSE OF THE TEMPORARY PER DIEM TEACHER CERTIFICATE

At the discretion of the Chancellor, a person may be nominated for a Temporary Per Diem Teacher Certificate to fill an existing teaching vacancy for which no licensed regular or substitute teacher is available for a period not to exceed one semester. The Board of Examiners determines the nominee's fitness to serve.

ELIGIBILITY FOR THE PROCESSING OF THE CERTIFICATE BY THE BOARD OF EXAMINERS

1. The nominee must on the date of nomination meet the minimum Alternative B requirements for the regular license.
2. His record (medical, college, employment, citizenship) must be such as not to require an extended follow-up of record by the Board of Examiners prior to his certification. The time required for extended follow-up negates the purpose of the Board of Education in establishing the certificate; namely, the immediate covering of an uncovered class.
3. Upon such notification from the Board of Examiners that extended follow-up is required, the nominator will be advised in order to decide upon a withdrawal of nomination or a new one.

VALIDITY OF AN ISSUED CERTIFICATE

1. The certificate is valid until the end of the school term in which the nomination is made.
2. It is valid for service only in the school for which the applicant is nominated.
3. It is not renewable.
4. It is subject to cancellation if the applicant fails to apply for the next Alternative B examination for regular license.
5. It is subject to cancellation by the Chancellor or the principal for unsatisfactory performance.

NOMINATION FOR THE CERTIFICATE

A person may not be renominated for another Temporary Per Diem Teacher Certificate if:

1. He fails to apply for the next scheduled Alternative B examination.
2. He fails to complete the Alternative B examination.
3. He fails in more than one Alternative B examination, since this indicates that he does not possess the minimum required background for a teacher.
4. His services were terminated for cause under a previous Per Diem Teacher Certificate.

PROCEDURE TO BE FOLLOWED IF THE NOMINEE IS FOUND TO BE INELIGIBLE FOR PROCESSING

A nomination or renomination form, together with the report by the Board of Examiners, will be forwarded to the Office of Personnel for review.

PERSON WHO IS INELIGIBLE TO BE PROCESSED FOR THE TEMPORARY PER DIEM TEACHER CERTIFICATE MAY NEVER THELESS APPLY FOR A REGULAR EXAMINATION WHEN APPLICATIONS ARE RECEIVABLE IF HE MEETS THE PREPARATION REQUIREMENTS FOR THE REGULAR LICENSE SET FORTH IN THE ANNOUNCEMENT CIRCULAR.

Very truly yours,

FREDERICK H. WILLIAMS
Executive Director

A G R E E M E N T

between

THE BOARD OF EDUCATION

of the

City of New York

and

UNITED FEDERATION OF TEACHERS

Local 2, American Federation

of Teachers, AFL-CIO

covering

DAY SCHOOL CLASSROOM TEACHERS

and

PER SESSION TEACHERS

September 8, 1969 - September 8, 1972

EARLY CHILDHOOD EDUCATION PROGRAMS

The Board will continue present intensive experimental programs for educational excellence such as the More Effective Schools, the All Day Neighborhood Schools, the five new primary schools, and the strengthened program in the Kindergarten through 2nd grade in Special Service Schools.

The Board will also continue the Experimental Elementary Programs initiated during the 1968-69 school year upon recommendation of a work group composed of representatives of the Union, representatives of the Board and representatives of parent and community groups, chosen by agreement of the Board and the Union, and chaired by an eminent elementary school educator selected from outside the school system by the Superintendent of Schools.

Beginning in the 1970-71 school year, the Board will establish and maintain ten additional More Effective Schools.

EARLY CHILDHOOD PRE-SCHOOL CENTERS

Starting February 1, 1970, the Board will establish early childhood pre-school centers in fifty (50) special service schools, affording an opportunity for mothers in the community to place their children in an early educational environment. These centers will also provide an opportunity for teachers in the community on leave to return to active teaching by enrolling their children in such centers.

IMPROVED STAFF RECRUITMENT

The Board of Education and the Union will join in an effort to attract new teachers and to achieve a better ethnic balance in the staff of the New York City Schools through improved recruitment procedures. A fund of \$500,000 will be set aside for this purpose. A joint committee of the Union and the Board, consisting of the President of the Union and the Superintendent of Schools and an additional high-level staff person selected by each of them, will develop the procedures and supervise their application.

IMPROVEMENT OF TEXTBOOKS

More textbooks reflecting the history of minority groups and relating to the experiences of urban children will be introduced into the schools.

* * * * *

2

Art. IV C 2 b

exist, the substitute shall be given at least fourteen days notice prior to the beginning of the following school year that the opening has ceased to exist and that he will not be reassigned to the school. If such notice is not given and the substitute has not been assigned to another school, the district superintendent in charge of the school will provide the substitute with the opportunity during the first twenty days of the following school year to perform per diem service available in the district. The opportunity to perform such service will be provided for a number of days, not to exceed ten, equal to the difference between fourteen days and the actual number of days notice given to the substitute prior to the beginning of the school year.

b. Regular substitute teachers with more than one year of continuous satisfactory service in a school shall have priority for retention in that school according to their length of service in the school. If it becomes necessary to terminate the services of a regular substitute with more than one year of continuous satisfactory service in a school by reason of appointment, or return from leave or other absence of a regular teacher, or by reason of contraction in the school organization, the regular substitute teacher with the least service in the school will be the first to be released.

c. In junior and senior high schools, the seniority rule hereby established shall be applied on the basis of license held.

d. Regular substitutes teaching out of license shall be given preference, on the basis of seniority in the school, over outside applicants for any position in license which becomes available in the school at the beginning of the school year or the school term.

e. A regular substitute whose services must be terminated at any time before the last two weeks of the term by reason of appointment, or return from leave or other absence of a regular teacher, or by reason of contraction in the school organization shall be given ten school days notice of the termination and the reason therefor. If such notice is not given, the district superintendent in charge of the school will provide the

Art. IV F 24 a 2

The fee of the third physician will be shared equally by the teacher and the Board of Education.

Failure by the teacher to select a physician within 30 days of the receipt of notice from the Medical Division to do so, shall be deemed a withdrawal of the teacher's request for an independent evaluation.

22. Semi-Monthly Salary Payment

Salary payment will be made on a semi-monthly basis.

23. Pay Practices

The Board will recommend to the Comptroller of the City of New York that he itemize more fully employee pay checks and that he provide accompanying explanations when lump sum payments are made.

24. Substitute Teacher Position

a. It is the policy of the Board to provide for the gradual elimination of the position of substitute teacher in the following manner:

1. No examination for substitute teacher of common branches will be conducted at any time after September 1, 1968, and no license will be issued after February 1, 1969.
2. No examination for any other substitute teaching license will be conducted at any time after February 1, 1969, and no license will be issued after June 30, 1969.

The Board agrees that, in the event that the steps described in 1 and 2 above are not taken, it will pay to regular substitute teachers an additional sum calculated on the basis of the percentage of their annual salary which is equal to the percentage paid by the City of New York as increased take-home pay for its provisional employees but not to exceed the percentage paid to regular teachers. The Board will also treat regular substitute teachers for salary schedule placement and incentive purposes in the same way as teachers who are appointed as regular teachers.

Document XII

AMERICAN ARBITRATION ASSOCIATION, Administrator

Voluntary Labor Arbitration Tribunal

In the Matter of the Arbitration between

UNITED FEDERATION OF TEACHERS

and

BOARD OF EDUCATION OF THE CITY OF
NEW YORKCase Number: 1339-0322-71
1339-0323-71

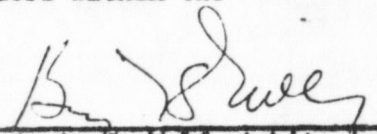
Award of Arbitrator(s)

THE UNDERSIGNED ARBITRATOR(S), having been designated in accordance with the Arbitration Agreement entered into by the above-named Parties, and dated September 8, 1969 and having been duly sworn and having duly heard the proofs and allegations of the Parties, AWARD, as follows:

1. The grievance with respect to the issuance of temporary per diem certificates is arbitrable.

2. The grievance concerning the issuance of per diem certificates is sustained only with respect to the Board's failure to appoint immediately as regular teachers those holders of temporary per diem certificates who become licensed regular teachers. The grievance is denied in all other respects.

3. The grievance regarding the inclusion of the temporary per diem certificate holders within the bargaining unit is sustained.


Benjamin H. Wolf, Arbitrator

DATED: August 30, 1971
STATE OF New York
COUNTY OF New York

} ss.:

On this 30th day of August, 1971, before me personally came and appeared BENJAMIN H. WOLF

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

American Arbitration Association, Administrator
Voluntary Labor Arbitration Tribunal

-----x
In the Matter of the Arbitration between :
UNITED FEDERATION OF TEACHERS : O P I N I O N
and :
BOARD OF EDUCATION OF THE CITY OF :
NEW YORK :
Case Numbers: 1339-0322-71 :
1339-0323-71 :
-----x

APPEARANCES:

For the Union: Eugene M. Kaufman, Attorney

For the Board: Jerrold Mehlman, Deputy Director

These grievances are concerned with the holders of temporary per diem certificates. The certificates have been issued by the Board since March 1969 as temporary permits to teach where no licensed teacher is available. Two questions are raised:

1. Is the issuance of the certificate a violation of Article IV F 24 of the Agreement between the Board and the UFT?
2. Are the holders of certificates part of the bargaining unit described in Article I of the Agreement?

Article IV F 24 provides:

24. Substitute Teacher Position

- a. It is the policy of the Board to provide for the gradual elimination of the position of substitute teacher in the following manner:

1. No examination for substitute teacher of common branches will be conducted at any time after September 1, 1968, and no license will be issued after February 1, 1969.

2. No examination for any other substitute teaching license will be conducted at any time after February 1, 1969, and no license will be issued after June 30, 1969.

I. The Issuance of Temporary Per Diem Certificates

A. The Question of Arbitrability

With respect to the first issue, an award was made by the undersigned on May 5, 1970, answering the question in the negative. The Board now questions whether the UFT has not brought a grievance substantially similar to one already decided, in contravention to Article VII C 3, which provides, in part:

...the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

This is a threshold question and must be decided before we may consider the merits of the grievance.

VII C 3 does not define the phrase, "substantially similar". The Union concedes that if the present grievance were the same as the previous one, it would not be arbitrable. However, it argues that the present grievance is different in that it is based upon substantially different facts. The differences are:

1. The number of certificates issued has sharply increased.
2. Many certificates have been "renominated".
3. Although at the previous hearing the Board said no certificates had been renewed, 27 had already been renewed at that time.
4. Certificates have been renominated two, three and four times.

5. Teachers have continued to teach under certificates after they received licenses as regular teachers.

6. Teachers have been renominated after they failed the examination for a regular license.

The Board's attack on the arbitrability of the grievance is principally that the thrust of the grievances is the same. It also argues that the factual changes alleged by the Union do not change the temporary character of the certificate and therefore cannot alter the original finding that they do not constitute substitute licenses under another name.

The question of arbitrability depends upon whether the changes in fact alleged by the Union make this grievance substantially different from the earlier one. The first grievance was decided upon a set of facts then existing which on balance did not justify a finding that the issuance of the certificates was a subterfuge to evade the commitment to phase out the substitute teachers. Among these facts were conditions set by the Board resolution of March 19, 1969, for the issuance of certificates. The resolution limited the issuance of certificates "for a period not to exceed one term" and provided that they would be "not renewable".

The importance attacked in the earlier award to the limitation on the life of the certificate can readily be appreciated by the following excerpt:

The question presented is really whether the spirit of IV F 23 was violated by the issuance of the per diem certificates. The Union contends that the certificates are in fact licenses for substitute teachers under a new name and, therefore, were issued in violation of the intent of Article IV F 23...

* The reference to IV F 23 is to the number the section bore in the 1967-69 Agreement. In the present Agreement it is IV F 24.

AVIATION HIGH SCHOOL

September 13, 1971

TO: Mr. George Vadell

RE: Grievance Conference - September 10, 1971

PRESENT: Mr. George Vadell, Mr. John Nick, Mr. Frank Woehr

1. Item:

Mr. George Vadell, substitute teacher, machine shop license, contended in his written memorandum that there had been a violation of ART. IV C2b of the agreement; that he should be retained as a substitute teacher and not be released.

Comment:

It was pointed out that by direction of the Board of Education, ten (10) positions had been reduced from the school's organization for the September '71 term and that because there were no machine shop vacancies on the school's organization, he was considered out-of-license and therefore had a lower priority for retention than other persons in aviation mechanics license.

2. Item:

Mr. Vadell maintained that his termination at Aviation High School while per diem emergency (aviation mechanic) substitutes with less seniority were retained was a violation of ART. IV C2d.

Comment:

It is Board of Education policy to assign teachers in license. If in-license teachers are not available or if there are special circumstances, then out-of-license teachers are assigned. If any excesses are required, the out-of-license teachers, regardless of seniority, are designated. Article IV C 2d is interpreted to apply to substitute teachers in the same license. If the new "emergency subs" were in the same license as Mr. Vadell (machine shop), he would have "preference" as indicated in Article IV C 2c. But, since the new teachers are in license (aviation mechanics) and Mr. Vadell is out of license, he does not have preference. This is supported by ART IV C 2c. The fact that the new teachers hold an emergency license is not out weighed by the foregoing.

3. Item:

Mr. Vadell maintained that he was qualified to teach machine shop in the school. (There is a short unit of machine shop work in this school's curriculum.) He maintained that "aviation mechanic teachers who teach machine shop are not licensed and are not qualified."

Comment:

In this school, the objective of the unit in machine shop is not to teach the trade of machinist but to give an introduction to those elements of the aviation mechanics trade that are required in the approved FAA school curriculum. Our machine shop work is a small part of the aviation maintenance technicians trade.

Grievance Conference - September 10, 1971
Mr. George Vadell - Substitute teacher Machine Shop License

Page 2

4. Item:

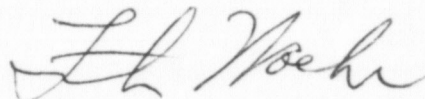
Mr. Vadell stated that he felt that he suffered from job discrimination by being released while other teachers were added to the school's organization. He stated that he felt he was a victim of bias on the part of the responsible supervisors in the school.

Comment:

The school's action in releasing Mr. Vadell was forced not only by the reduction of 10 teaching positions but by the transfer of 2 auto mechanics (regular) teachers from another school. It must be pointed out that other substitute teachers were released (including another machine shop substitute with more seniority than Mr. Vadell). It is unfortunate that Mr. Vadell misconstrues the action of supervision in staffing the school in all departments with teachers in license as indicative of bias.

5. Conclusion:

It is concluded that Mr. Vadell's termination was forced by conditions at this time and is in accordance with appropriate Board of Education procedures and that he has not suffered unfairly from job discrimination through a violation of these sections of the agreement previously noted. There is no basis for action on the part of the principal indicated. Termination of service is reconfirmed.



FRANK WOEH
Principal

Copy Received:

Teacher's Signature



Date

c.c. Mr. John Nick, Teacher/Advisor
Mr. Lonky, Asst. Principal/Supervision

BOARD OF EDUCATION OF THE CITY OF NEW YORK
110 LIVINGSTON STREET, BROOKLYN, N. Y. 11201

ABRAHAM WILNER
ASSISTANT SUPERINTENDENT
OFFICE OF HIGH SCHOOLS

TELEPHONE 596-6240

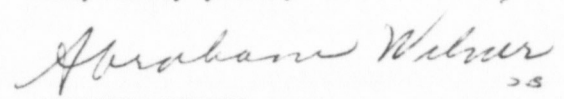
October 6, 1971

Mr. George Vadell
21-24 Crescent Street
Astoria, N.Y.

Dear Mr. Vadell:

Enclosed is the decision in the matter of your complaint heard as a grievance at Step 2 at 110 Livingston Street, Brooklyn, N.Y. in my office, Room 806 on Friday, October 1, 1971.

Very truly yours,


ABRAHAM WILNER
Assistant Superintendent

AW:CB:t
cc: Mr. Frank Woehr, Principal, Aviation H.S.
Mr. Alfred Lenky, Assistant Principal, Aviation H.S.
Mr. Sal Leonardi, U.F.T. Representative
Mr. John R. Nick, Advisory Teacher

CONFERENCE AT STEP 2 CONCERNING GRIEVANCE OF GEORGE VADELL,

TEACHER AT AVIATION HIGH SCHOOL

Conference conducted by Abraham Wilner, Assistant Superintendent, Office of High Schools, Friday, October 1, 1971 at 110 Livingston Street, Brooklyn, New York.

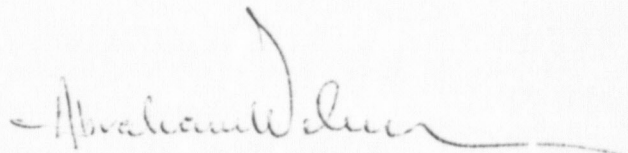
Present: Mr. George Vadell, Teacher, Aviation High School
Mr. Frank Woehr, Principal, Aviation High School
Mr. Alfred Lonky, Assistant Principal, Aviation High School
Mr. Sal Leonardi, U.F.T. Representative
Mr. John R. Nick, Advisory Teacher, Aviation High School

Mr. Vadell's complaint alleges a violation of Article IV, C2,b, of the Agreement between the Board of Education and the United Federation of Teachers. Pursuant to established procedures, Mr. Vadell brought his complaint to the attention of the Principal of Aviation High School as a Step grievance. The grievance was denied as stated in the communication of September 13, 1971 to Mr. Vadell from Mr. Frank Woehr, Principal of Aviation High School. Mr. Vadell then brought his complaint to the attention of the Assistant Superintendent as a Step 2 grievance.

Mr. Vadell's complaint alleges a violation of Article IV, C2,b, in that he was not retained as a regular substitute teacher of machine shop for the September, 1971 term. He holds that he is qualified and has seniority over other teachers who are now teaching at the school. In addition, Mr. Vadell claims that his ethnic and bi-lingual background should have been a factor in his retention at the school.

Article IV, C2, c of the Agreement states that "in junior and senior high schools, the seniority rule hereby established shall be applied on the basis of license held". Aviation High School was reduced by nine teaching positions. It was, therefore, necessary to terminate the service of four shop teachers. No teacher of machine shop with less seniority than Mr. Vadell was retained. Teachers of Aviation Mechanics were available to serve the school's needs in this area.

It was not possible, therefore, to retain Mr. Vadell. The grievance is denied.



ABRAHAM WILNER
Assistant Superintendent

AW:cb;t

October 29, 1971

Dr. Harvey Scribner, Chancellor
Board of Education
110 Livingston Street
Brooklyn, New York 11201

Dear Chancellor Scribner:

I am writing to complain about the manner in which Mr. Irving Robbins conducted my step #3 grievance on October 28, 1971. After stating several times that he was becoming impatient and losing his temper, Mr. Robbins abruptly closed the conference before I had completed presenting evidence. He said that he would not listen to any more arguments and that I could file a grievance against him if I wished.

The following items provide reasons for my complaint.

1. In Superintendent Wilner's step #2 decision, "It was necessary to terminate the service of four shop teachers ... It was not possible, therefore, to retain Mr. Vadell. The grievance is denied." We therefore opened my defense by asking Mr. Frank Woehr, Aviston High School principal, to provide evidence that a shop contraction of four had indeed occurred. Mr. Robbins said that it was not necessary for Mr. Woehr to respond because "the burden of proof" rested with me. Mr. John Nick recalled that we had, at step #2, tried to present evidence regarding the "contraction" but that Mr. Wilner had declined by saying that he would get the official information from Mr. Woehr. While we argued that since the step #2 decision had been based on Mr. Woehr's contraction of four shop positions and that we should, by the Agreement, be permitted to see this evidence which was now part of the record, Mr. Robbins ruled that he would not permit "a fishing expedition." We then offered the attached sheet, developed from official school records, showing a total of 68 shop teachers with shop programs in June. By September, 7 of these teachers no longer had shop programs but 7 other teachers had shop programs, and thus in the Fall term exactly 68 shop teachers again had shop programs. Obviously a contraction of 4 shop positions had not taken place. We invited Mr. Woehr to indicate discrepancies. He could not. But then Mr. Robbins took Mr. Woehr off the hook by declaring that he would research the contraction. We objected that at this late date Mr. Woehr should be required, without further delay, to demonstrate the contraction he had used to terminate me. He was overruled.

2. In Superintendent Wilner's step #2 decision, "Article IV C 2 c of the Agreement states that 'in Junior and Senior High Schools, the seniority rule hereby established shall be applied on the basis of license held'." We pointed out that Mr. Woehr frequently

characterizes the temporary per diem certificate holders who he has not terminated and also those that he hired in September as "licensed teachers". But Art. IV F 24 a 2 states "... no licenses will be issued after June 30, 1969." Therefore temporary per diem certificate holders do not have the licenses required by IV C 2 c.

When we quoted from Special Circular #6 1971 - 1972 ".... a person may be nominated for a temporary per diem teacher certificate to fill an existing teaching vacancy for which no licensed regular or substitute teacher is available for a period not to exceed one semester", Mr. Robbins said "... do not bother I am familiar with it".

When we attempted to quote from Mr. Benjamin Wolf's August 30 arbitration decision, Mr. Robbins first asked for the number of the arbitration decision, and when he was offered a copy of it said that he did not want it and was not interested in what the arbitrator said. Even though Mr. Robbins called us long winded and said we were not getting to the point, we read from page 3:

"The Board ... argues that ... (certificates) do not constitute substitute licenses under another name."

"The Union contends that certificates are in fact licenses for substitute teachers under a new name ... in violation of Art. IV F 24 ... "

We then read Arbitration Award, #2:

"The grievance concerning the issuance of per diem certificates is sustained only with respect to the Board's failure to appoint immediately as regular teachers those holders of temporary per diem certificates who become licensed regular teachers. The grievance is denied in all other respects."

Mr. Robbins then saw fit to remind Mr. Sal Leonardi, UFT, that the Union wanted temporary per diem certificate holders to be considered as licensed.

3. When I quoted from the Preamble of the Agreement with regard to the desirability of a better ethnic balance in the staff of New York City Schools, Mr. Robbins exclaimed, "The Preamble? Mr. Vadell, the Preamble is between the Union and the Board and has nothing to do with me."

4. After emphasizing that I was not asking to replace a teacher with two regular licenses, 20 years of industrial experience, three years of satisfactory teaching service at AHS and bilingual ability and Spanish heritage, but did not expect to be replaced by a temporary novice, without a license and these qualifications, at a school where 25% of the students are of Spanish background,

Mr. Robbins concluded that I was asking for special consideration. To date, every school administrator I have encountered has taken the same position.

5. At one point when Mr. Woehr had obviously misapplied the Agreement, Mr. Robbins, the hearing officer, declared that "... we cannot expect Mr. Woehr to understand the Agreement." About this time I began to suspect that I was in serious trouble.

After three grievance steps and many sleepless nights since June 30, 1971 for me, the record shows that I was removed from my teaching post at Aviation H. S. by a contrived contraction and a manipulation of the Agreement to the extent that recently hired per diem certificate holders are considered to have licenses and seniority contrary to Special Circular #6 and Mr. Benjamin H. Wolf's Arbitration decision in case 1339-0322-71 on August 30, 1971. Mr. Woehr again affirmed that my professional conduct and ability were above reproach and he admitted that my 2 regular licenses fit the machine shop program and the entire 9th year pre-vocational exploratory shop program. He did not present a single shred of concrete evidence as to why I should have been terminated. Still, I have not been returned to Aviation High School.

If Mr. Robbins abruptly closed the step #3 hearing because he thought the evidence overwhelmingly favored me, then I am happy. But, suppose he felt otherwise, then why did he not permit me to present my entire argument, and why, in either case, should he leave the meeting while baiting me with an invitation to file a grievance against him if I were dissatisfied with his handling of step #3.

The system is grinding me down but I cannot surrender while I am being slapped by injustice. Chancellor Scribner I again appeal to you, please lift this unjust burden.

Sincerely yours,

George Vadell

George Vadell
File #334265

21-24 Crescent Street
Astoria, Queens
New York 11105

December 2, 1971

Document **ΔVb**

The Honorable Isaiah E. Robinson
President of the Board of Education
110 Livingston Street
Brooklyn, New York 11201

Dear Mr. Robinson and Members of the Board of Education:

I have just received the step #3 decision regarding my end-of-term grievance which was initially instituted on June 30, 1971.

Immediately following my step #3 hearing, which was held before Mr. Irving Robbins on October 28, 1971, I complained to Chancellor Scribner about the manner in which it was conducted. Since Dr. Scribner has not acknowledged receipt of my letter, I suspect that my complaint has never been brought to his attention.

At this time, I do not wish to burden you with the voluminous correspondence involved in my case during the past five months, but the following quotations from Mr. Robbins' final decision are indicative of the unfair treatment I have been subjected to. On page two he recalls:

"During the course of the conference the Hearing Officer ruled that allegations of discrimination which had not been raised in this appeal at earlier steps of the grievance procedure were not properly matters to be considered at this time."

Despite incontrovertible evidence that discrimination had been discussed and I had claimed that I was the victim of bias at both steps #1 and #2, the hearing officer prevented me from presenting this segment of my case. Yet on the last page of his decision, under relevant Considerations, Mr. Robbins rules:

"No basis is found for supporting the allegation that discrimination was a factor in his (Principal Frank Woehr's) actions."

I have enclosed a copy of my complaint to Chancellor Scribner and would appreciate an opportunity to discuss my case in detail with members of the Board of Education.

Sincerely yours,

George Vadell

George Vadell
File #334265

21-24 Crescent Street
Astoria, Queens
New York 11105

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
STREET AND NO.
P.O. STATE AND ZIP CODE

Hon. Joseph Monserrat
110 Livingston St.
BKlyn N.Y. 11201

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
2. Shows to whom, date and where delivered
With delivery to addressee only

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)
*GPO: 1970-0-397-458

No. 918907

RETURN RECEIPT REQUESTED

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
STREET AND NO.
P.O. STATE AND ZIP CODE

Hon. Seymour J. Bachman
110 Livingston St.
BKlyn N.Y. 11201

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
2. Shows to whom, date and where delivered
With delivery to addressee only

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)
*GPO: 1970-0-397-458

No. 918908

RETURN RECEIPT REQUESTED

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
STREET AND NO.
P.O. STATE AND ZIP CODE

Hon. Murray BERGMAN
110 Livingston St.
BKlyn N.Y. 11201

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
2. Shows to whom, date and where delivered
With delivery to addressee only

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)
*GPO: 1970-0-397-458

No. 918926

RETURN RECEIPT REQUESTED

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
STREET AND NO.
P.O. STATE AND ZIP CODE

Hon. Monserrat
110 Livingston St.
BKlyn N.Y. 11201

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
2. Shows to whom, date and where delivered
With delivery to addressee only

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)
*GPO: 1970-0-397-458

No. 918909

RETURN RECEIPT REQUESTED

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
STREET AND NO.
P.O. STATE AND ZIP CODE

Hon. Mary Meade
110 Livingston St.
BKlyn N.Y. 11201

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
2. Shows to whom, date and where delivered
With delivery to addressee only

PS Form 3800
Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)
*GPO: 1970-0-397-458

No. 918910

RETURN RECEIPT REQUESTED

Received material addressed
to Dr. Bachman - marked
Personal from George
Bachman
(one of the recipients)

11/1/71

To Whom it may concern:

On the morning of Oct 8, Mr. Woehr said he had not & would not contact Mr. Wilner regarding the contraction since it was his understanding that Mr. Wilner would get the information down at headquarters -- from a Mr. Dan Marshall for example.

When it was pointed out that conversations with Assistant Principal Harry Kase cast serious doubt that a shop contraction had indeed occurred, Mr. Woehr again insisted that he had not & would not contact Mr. Wilner. After being repeatedly reminded that unless he called, a step #2 decision would be made without all the facts, Mr. Woehr remembered that Mr. Berlin, Supt. Wilner's assistant had telephoned during the week and that he, Mr. Woehr, had informed him that we had in fact lost 4 shop positions and 5 academic positions. Confronted with the reality that 4 shop positions had not been lost, Mr. Woehr continued to hold that he would not call Mr. Wilner's office. After more discussion, Mr. Woehr called in Mr. Kase to clarify the contraction question. According to Mr. Kase, the shop contraction in totality, involved the loss of Assistant Principal Frontario -- who was on sabbatical in Hawaii. Mr. Woehr refused to transmit this information to the Board of Education. He suggested that we send a letter to this effect to Mr. Wilner. After hearing that the shop "contraction" was a subterfuge & that unless he called the Superintendent's office, Mr. Wilner would be passing judgment on Mr. Vadell based on erroneous information knowingly supplied by the principal, Mr. Woehr attempted to intimidate Mr. Nick by saying "... if you persist in this kind of talk, get the hell out of my office". We persisted (over)

and eventually Mr. Wehr agreed to have Mr. Kase recheck the shop records and call Mr. Wilmer's office.

Rink

Judith Kleinberg
(UFT Chapter Chairman -
Aviation H.S.)

In addition, on Oct. 8, Mr. Kase asked Mr. Louky about the number of shop teachers presently employed. Mr. Louky did not accurately know the number.

J. Kleinberg



THE COUNCIL
OF
THE CITY OF NEW YORK
CITY HALL
NEW YORK, N. Y. 10007

THOMAS J. MANTON
COUNCILMAN, 12TH DISTRICT, QUEENS
42-49 45TH STREET (AT QUEENS BLVD.)
LONG ISLAND CITY, N. Y. 11104
937-1883

CHAIRMAN
SUBCOMMITTEE ON HOSPITALS

Ref. #1689

November 2, 1972

Hon. Harvey B. Scribner, Chancellor
New York City Board of Education
110 Bivingston Street
Brooklyn, New York 11201

Re: Mr. George Vadell
21-24 Crescent Street
Long Island City 11105

Dear Chancellor Scribner:

I am writing to you on behalf of the above captioned constituent who was dismissed from his position as a regular substitute machine shop teacher at Aviation High School in Long Island City.

It appears that while Mr. Vadell's dismissal was based on a "contraction" in teaching positions, three new unlicensed temporary teachers were hired at Aviation High School at the time of Mr. Vadell's dismissal.

As a member of the City Council's Committee on Health & Education, I am asking for a full investigation of this matter.

Please provide me with a full report of your findings in this matter.

Very truly yours,


Thomas J. Manton

TJM:dm

bc: Mr. George Vadell

Document XIX

#1689



VIATION HIGH SCHOOL

BOARD OF EDUCATION - THE CITY OF NEW YORK



212/361-2032

QUEENS BOULEVARD & 36th ST.
LONG ISLAND CITY, N.Y. 11101
~~GEORGE VADALL, PRINCIPAL~~
SANTO J. FRONTARIO, PRINCIPAL

November 30, 1972

Thomas J. Manton, Councilman
12th District - Queens
43-49 45th Street
Long Island City, N.Y. 11104

Dear Councilman Manton:

Re: George Vadall
21-24 Crescent Street
Long Island City, NY 11105

I am sending you a complete copy of the file regarding Mr. Vadall.

Mr. Frank Woehr, the former principal of Aviation High School, acted in good faith in complying with his instructions from Board of Education officials regarding reduction of the teaching staff; and in addition, exercised his good judgment for meeting the Federal Aviation Administration requirements which resulted in the final approval of Aviation High School to grant FAA Mechanic Technician Certificates to graduating students.

I trust this will meet with your request as indicated in your letter dated November 2, 1972 to Dr. Harvey B. Scribner, Chancellor.

Sincerely,

Santo J. Frontario
SANTO J. FRONTARIO
Principal

SJF/r
Att:

c.c. James T. Sealey
Assistant to Executive Director
Board of Education
Office of Personnel

81

APPEAL UNDER THE TEACHERS AGREEMENT TO THE CHANCELLOR
OF GEORGE VADELL, TEACHER AT ADLAI E. STEVENSON H.S.

Conference held on Tuesday, June 24, 1975 at 1 P.M. in the First Floor Staff Room, Board of Education, 110 Livingston Street, Brooklyn, New York

Joseph L. Brennan, Hearing Officer

Present

Mr. George Vadell,	Appellant
Mr. Daniel Acosta,	UFT Grievance Dept.
Mr. Robert Jeanette,	UFT Chapter Chairman
Mr. Robert N. Graham,	A.P. Supervision, Industrial
	Arts. A.E. Stevenson H.S.
Mr. Leonard Littwin,	Principal

Origin of the Appeal

The appellant, Mr. Vadell, is a licensed teacher of Machine Shop who has completed three years of service under that license at Adlai E. Stevenson High School. In those three years, he has never taught Machine Shop, although he holds the only license as Teacher of Machine Shop in the school. He alleges violation of Article V A 3 (Rotation) and Article X A (2), "that he has been treated unfairly or unequitably by reason of any act or condition which is contrary to established policy or practice....."

Facts of the Case - Basis of the Appeal

1. Adlai E. Stevenson is a comprehensive high school and there are both Industrial Arts shops, as in academic high schools and trade shops, as in vocational high schools. Mr. Vadell is a member of the Industrial Arts Department, the only member serving under a license in a trades subject. All other members of the department serve under Industrial Arts licenses.

2. When Mr. Vadell was assigned to the school, the equipment for the vocational shops had not yet been installed. For the first three terms, Mr. Vadell taught in the "mini-school" at A.E. Stevenson. For the past three terms, he has taught a variety of subjects in the area of Industrial Arts (Mechanical Drawing, Metal Shop, Jewelry, Bilingual classes in Metal Shop and Jewelry) as well as Social Studies.

3. Two years ago, the two Machine Shops, one Basic, the other Advanced, were opened. An Industrial Arts teacher was assigned to each. Mr. Vadell continued to teach out of license.

4. Mr. Vadell has more seniority in the school than the teachers assigned to the Machine Shops. He alleges violation of:

Article V A 1,

"Where advisable and feasible, preferences will be honored to the extent consistent with the provisions of this agreement relating to rotation and programming."

Article V A 3,

"In the matters of teaching....the policy of rotation of qualified persons should be followed...."

Articles V A 3 h, b,

"The teacher with the highest seniority in the school among those who apply shall be given preference, if not inconsistent with the needs of the school."

as well as violation of Article X A (2).

Relevant Considerations

1. Both the principal and the chairman of the Industrial Arts Department agree that they promised Mr. Vadell Machine Shop classes in September, 1974, if the registration for those classes increased sufficiently. It did not and, for September, 1975, the Principal feels that his allowance of faculty units may not permit any increase in register. Indeed, as of this date, it is possible that there will be no classes in Machine Shop.

2. Basically, the Principal's position is that, although Stevenson was established as a comprehensive high school, he has not been given sufficient teacher allowance to institute a Machine Shop trades program in the two shops designed for instruction in trades subjects. Instead, in 1974-75, the Basic Machine shop was used for two periods of Machine Shop and the overflow of classes in Jewelry (Industrial Arts) and Bilingual Industrial Arts. The Advanced Machine Shop was used only two periods per day and was idle the remainder of the day, possibly because it contains very sophisticated equipment. In answer to a query, the Principal stated that the Industrial Arts teachers in both metal shops were each teaching a double period of Machine Shop as an Industrial Arts subject.

3. Decisions about the school's curriculum offerings are, of course, within the province of the principal and the High School Office. Parenthetically, it is to be hoped that some means may soon be found to use these shops for their designated function, trade training in Metal Shop. It must be emphasized, however, that the Agreement does not envision creating a program for a licensed teacher simply because there are no classes in his subject area. Mr. Vadell has a trades license in

Machine Shop; Machine Shop is not yet being taught as a trades subject at Stevenson.

4. Nevertheless, Mr. Vadell is qualified to teach Metal Shop. He is senior in the school to the two teachers now teaching the subject as an Industrial Arts offering. He has been teaching Industrial Arts in other areas. While there is no trades training program in Metal Shop, and Mr. Vadell is serving under a trades license (he holds, but is not serving under, an Industrial Arts license) it would seem to be a matter of equity for him to be assigned to classes in Metal Shop if they are offered in 1975-76.

Finding

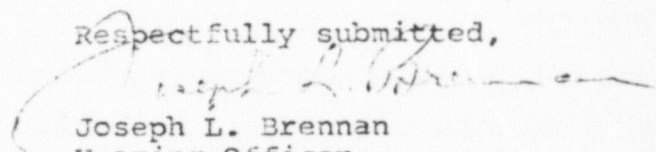
1. The appeal is sustained.

The provision of Article V A 3 h. b., shall be applied to Mr. Vadell:

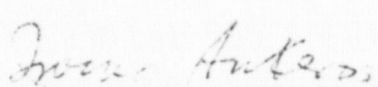
"The following procedures will apply to shop openings:

....b. The teacher with the highest seniority in the school from among those who apply shall be given preference, if not inconsistent with the needs of the school."

Respectfully submitted,


Joseph L. Brennan
Hearing Officer

IT IS SO ORDERED


IRVING ANKER
Chancellor

1975

RAYMOND P. KOVAL, M. D.
AND
KENNETH E. SESLOWE, M. D., P. C.
40-33 76TH STREET
ELMHURST, N. Y. 11373
—
TELEPHONE: 898-5470-71

Date: 11/3/75

This is to certify that GEORGE VINNELL

_____ is under my care and
treatment and is totally disabled, and should
not return to work until further advice
from this office.

*PATIENT TO BE ADMITTED TO BROOKLYN HOSPITAL
ON 11/8/75.*

Dr. K.E. Seslowe



VIATION HIGH SCHOOL

BOARD OF EDUCATION, THE CITY OF NEW YORK

Document I



212 361-2032

QUEENS BOULEVARD & 36th ST.
LONG ISLAND CITY, N. Y. 11101
SANTO J. FRONTARIO, PRINCIPAL

September 20, 1972

Ms. Helen J. Butler
Special Assistant-Operations
New York State Division of Human Rights
270 Broadway Room 2128
New York, N.Y. 10007

Dear Ms. Butler

Case No. GCN-192-72

Enclosed are certain materials requested by you which constitute part of our response to the complaint of Mr. George Vadell.

Mr. Vadell's complaint states that he was denied employment "because of my...national origin". This obviously was not demonstrated. In our judgment there is no substantive evidence that there was unlawful discrimination in regard to any of the points he makes in his complaint.

If there is any question regarding this assertion, we hope you will give us further opportunity to clarify any matters about which you feel you need additional information.

Sincerely,

SANTO J. FRONTARIO
Principal

FRANK WOHR
Principal - Emeritus

Attachments: Documentation A to K

c.c. Mr. Wilner
Mr. Woehr
Mr. Jaffee
Mrs. M. Bass

RECEIVED
SEP 20 1972
DIV. OF REGIONAL AFFAIRS

1

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

Page 1 of

Documentation: A

Mr. Butler

Re: GC N-192-72

Accusation: "There was no contraction of school staff " as was stated by Mr. Vadell on September 12, 1972 for the September 1971 school term.

1. Enclosed: Copies of letters ordering reduction and adjustment to position allotments to Aviation High School for the September 1971 term.
 - .1 Letter - March 16, 1971 - Term ending June 1971 - 156 positions
 - .2 Allotment of Positions - Fall Term - Sept. 1971 - 131* positions
Reduction of 25 positions
 - .3 Letter - July 13 - Adding 9 positions for Sept. 1971 term increasing allotment $131* + 9 =$ to 140 positions
 - .4 Letter - July 21 - Adding 2 teaching positions for Sept. 1971 term increasing allotment $140+2 =$ to 142 positions
 - .5 Letter - September 9 - Adding 2 Asst. Principals, 2 A.T.R., and 1 Secretary Position for Sept. 1971 term increasing allotment $142+4 =$ to 146 positions.
 - .6 Letter - September 9 - adding 1 teaching position for September 1971 term increasing allotment $146+1 =$ to 147 positions.

The above listed documents, copies enclosed, confirm the net loss of 9 teaching positions for the September 1971 term:

June 1971	156 positions
September 1971	<u>147 positions</u>
<u>Net Loss</u>	<u>- 9 positions</u>

2. Administrative Action: (Following meetings, consultations, principal's cabinet meetings with interested and concerned parties)
 - .1 The services of 9 substitute teachers were terminated and distributed in the following general areas:

(.1a)	5 Academic subject teachers
	4 Out-of-license shop subject teachers
Total	9 Positions
 - .2 Student subject curriculum needs that are met in the Spring term (February-June) together with the ordered transfers of two (2) out-of-license, tenured, auto mechanic teachers (who were being excessed from Woodrow Wilson High School), resulted in a teaching staff with 7 fewer academic subject teachers (.1a) ($5+2$ transfers = to 7 less academic teachers)(and only 2 less shop teachers (.1a) $4-2$ transfers = 2 less shop teachers). The total loss is still 9 positions but the original distribution of position loss changed from 5 to 7 academic teachers and from 4 to 2 shop teacher positions (.1a).

2

CONCLUSION: A reduction of 9 teaching positions was ordered for Aviation High School for the September 1971 term.

BOARD OF EDUCATION
THE CITY OF NEW YORK
HIGH SCHOOL OFFICE

W. Miller *A*
March 16, 1971

TO THE PRINCIPALS OF VOCATIONAL HIGH SCHOOLS

Aviation HIGH SCHOOL

Ladies and Gentlemen:

Please add one (1) Teacher for the Position of Drug Education Specialist to your organization for the Spring Term 1971, effective February 11, 1971.

This is under Function No. 20-90406, the School Prevention of Addiction Through Rehabilitation and Knowledge Program (SPARK program).

The new total of teaching and chairman positions for your school is 156.

The circular describing the process for the selection of the Drug Education Specialist is enclosed with this allotment of the position.

Please send a change of organization to this effect.

Sincerely yours,

Jacob B. Zach
Assistant Superintendent

JBZ:DPM:RED

Enc.

BOARD OF EDUCATION
THE CITY OF NEW YORK

ALLOTMENT OF POSITIONS - FALL TERM 1971
VOCATIONAL HIGH SCHOOLS

1. New York City Budget

Aviation HIGH SCHOOL DATE June 26, 1971
Estimated Register for October 31, 1971 - Full Time Students 2451
Estimated Register for October 31, 1970 - Full Time Students 2431

Teacher Allotment (INCLUDING Licensed Chairmen) beginning September 1971:

I. For Instruction:

A. Formal classroom instruction - Regular pupils	121.8	106.8
B. Special Reading Instruction	1	1.0
C. Special Speech Instruction		1.0
D. Cooperative Education Supervision		0.2
E. C.R.M.D.		
F. Deaf and Hard of Hearing		
G. Driver Education		

II. Miscellaneous	Selective Service Counselor	0.4
	Coordinator of Student Affairs	1.0
	<i>Supervisor of Instruction</i>	?
	<i>APR</i>	?
		?

III. For Guidance Services (Licensed Counseling Positions are allotted separately and are not included on this sheet):

A. Health Service	1.0
B. Educational and Vocational Guidance	5.5
C. Attendance Coordinator	1.0

IV. For Supervision of Instruction - the equivalent of	5.5
--------------------------------------------------------	-----

V. For School Administration - the equivalent of	7.6
--------------------------------------------------	-----

VI. Shorter Day - the equivalent of	Eliminated
-------------------------------------	------------

4 VII. GRAND TOTAL AUTHORIZED FOR SEPTEMBER 1971 (from City budget)	131.0
----------------------------------------------------------------------------	-------

.3

BOARD OF EDUCATION OF THE CITY OF NEW YORK
110 LIVINGSTON STREET, BROOKLYN, N. Y. 11201

JACOB B. ZACK
ASSISTANT SUPERINTENDENT
OFFICE OF HIGH SCHOOLS

TELEPHONE 598-8102

July 13, 1971

Mr. Frank Woehr, Principal
Aviation High School
36th Street & Queens Boulevard
Long Island City, N. Y. 11101

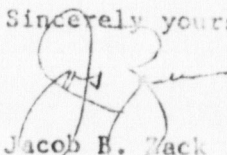
Dear Mr. Woehr:

Your recent allotment of positions for the fall term 1971 was predicated on a maximum of 7.0 periods per day per pupil as required under a new directive of the Board of Education. However, a letter from Mr. D. V. Radice of the Federal Aviation Administration, dated July 8, 1971, indicates that the reduction in class time in shop would "negate your request for re-certification as an approved aviation maintenance technical school" which is now or will soon be under review.

I am permitted, "where additional periods are required to meet certification or licensing requirements" to allocate required extra number of positions. At Mr. Wilner's recommendation I am now authorizing you to add (one) additional teaching positions to your organization for the fall 1971, to permit the organization of your 11th and 12th year Aviation shop classes for four periods of instruction daily, as in the past. This makes a total allotment of (140) teacher and chairman positions. Keep in mind that ninth and tenth year aviation classes must conform to the 7.0 period directive.

Please send a change of organization to this effect to Mr. Daniel P. Marshall of this office. Also notify the Bureau of Appointments of the effects of the change on your previous recommendations as to 1) excessing of regular personnel and 2) teacher vacancies.

Sincerely yours,


Jacob B. Zack
Assistant Superintendent

JBZ:DPM:RFD

cc: Mr. Abraham Wilner

5

8

BOARD OF EDUCATION OF THE CITY OF NEW YORK
110 LIVINGSTON STREET, BROOKLYN, N. Y. 11201

JACOB B. ZACK
ASSISTANT SUPERINTENDENT
OFFICE OF HIGH SCHOOLS

TELEPHONE 596-6102

July 21, 1971

Mr. Frank Woehr, Principal
Aviation High School
36th Street & Queens Boulevard
Long Island City, N. Y. 11101

Dear Mr. Woehr:

Please modify your allotment of teacher and overhead positions as follows:

Add two teacher positions. Your new total of teacher and chairman positions is 142. Add one secretary position. Your new total of secretary positions is nine (9).

Please send a change of organization to this effect to Mr. Daniel P. Marshall. Also notify the Bureau of Appointments of the effects of the change on your previous recommendations as to 1) excessing of regular personnel and 2) teacher vacancies.

Sincerely yours,

Jacob B. Zack per DPM
Jacob B. Zack
Assistant Superintendent

JBZ:DPM:RED

9

9

6

BOARD OF EDUCATION
THE CITY OF NEW YORK
HIGH SCHOOL OFFICE

September 2, 1971

TO THE PRINCIPALS OF VOCATIONAL HIGH SCHOOLS

Ladies and Gentlemen: Aviation HIGH SCHOOL

The following allotments for the fall term 1971 which were not previously given are hereby authorized for your school:

1. Overhead positions: The allotment of these positions was left blank on your June 23 allotment sheet).

Assistant Principals-Administration 2 positions total.

2. Contractual Items:

a. 2 absentee teacher reserves. These positions are not considered part of the regular organization and are to be used to cover programs of absentee teachers before any per diem substitutes are hired. (See previous circulars on the use of these positions.)

b. Secretary Internes 1.0 position or 87 days (for the Fall term).

PLEASE NOTE THAT SECRETARY INTERNES ARE PROVIDED AT 0.1 FOR EACH ASSISTANT PRINCIPAL-SUPERVISION.

3. Teacher Positions:

a. 2 positions supplied from City tax levy funds.

b. 1 positions supplied from the Federal Emergency Employment Act to be filled by long term regular substitutes only. (See attached letter)

c. 0 Reading Remediation position - SUE #17-05461 (Urban Education Act).

d. 0 for improving the teaching of English as a Second Language in the schools - SUE #17-05459 (Urban Education Act).

e. 1 Position for Drug Education Specialist (New York State Addiction Services Agency)

New Total of teacher and chairman positions 146

Please send a change of organization covering the increase in teacher positions only reflecting items 3a to 3e above.

Very truly yours,

Jacob B. Zack
Assistant Superintendent

7

JBZ:DPH:RED
v.h.s. 6

10

.6

BOARD OF EDUCATION OF THE CITY OF NEW YORK
Office of Instructional Services
Occupational Skills Programs
110 Livingston Street
Brooklyn, N. Y. 11201
Tel. # 596-4193

DATE: September 9, 1971

TO: Principal, Aviation High School

FROM: Assistant Superintendent Jacob Zack

RE: Allocation of Additional Full-Time Professional Positions under
Federal Funding: Proposal Number 2144, Bureau Trade and
Industrial

The following additional positions have been allocated to your school to be funded under VEA 1971-72 provisions. Please include the assigned personnel on your school payroll with the indicated Function and Line Nos.:

Position: Teacher

Function No. 21-86776

Line No. 192

Name:

File No.:

Social Security No.:

License:

Please complete on a copy of this form the Name, File No., S. S. No. and License of the teacher filling the granted position. Return the completed form to Allen H. Fishken, Room 1003, 110 Livingston Street, Brooklyn, N. Y. 11201, as soon as the position is filled.

Please refer to Special Circular No. 1, dated 8/14/70, which specifies payroll regulations pertaining to all reimbursible Federal and State programs.

Approved:

Seelig Lester

Seelig Lester
Deputy Superintendent

NOTE: THIS IS A NEW POSITION NOW BEING AUTHORIZED. YOUR NEW TOTAL OF TEACHER AND CHAIRMAN POSITIONS IS 147 A CHANGE OF ORGANIZATION IS REQUESTED.

Daniel P. Marshall

DANIEL P. MARSHALL
Assistant Administrative Director

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: B

Ms. Butler

Re: GCN-192-72

September 19, 1972

Supplementary Allotment of Teaching Positions in order for Aviation High School to maintain F.A.A. approved school technician rating and instruction program.

The letter from Asst. Superintendent Zack, dated July 13, 1971, (documentation A item .3) authorizing 9 shop positions, thereby making it possible to continue the 4 periods of instruction in the 11th and 12th years for the students, and for the school curriculum to meet the F.A.A. re-certification requirements for the approved school rating are attached.

B.1 Letter - dated July 8, 1971 - From F.A.A. - attached

It is obvious that if these 9 teaching positions had not been allotted for meeting the F.A.A. requirements, 9 fewer shop teachers would have been employed for the September 1971 school term. Moreover, the 9 teachers were, logically, in the shop classification. Because these 9 positions were earmarked for F.A.A. instruction, it was logical and in accordance with Board of Education regulations, to employ aviation mechanic teachers to fill these 9 specifically allotted positions.

12

12

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Farmingdale, N. Y. 11735



3 July 1971

Mr. Frank Moser, Principal
Aviation High School
36th Street and Queens Blvd.
Long Island City, N. Y. 11101

Dear Mr. Moser:

In view of the recently publicized edict of the New York City Board of Education that it will "reduce vocational training in the public schools by eliminating one shop instructional period a day", we immediately reviewed your proposed curriculum time to determine what effect that action would have on recertifying your facility as an FAA approved Aviation Maintenance Technical School. Our review disclosed that the reduction of instructional time by 45 minutes per day from your curriculum would result in a loss of 405 instructional hours, thereby reducing the total curriculum time to 1000 hours.

In accordance with the requirements of FAR 147.21(b) a curriculum must offer at least 1150 hours of instruction before an approval of your curriculum could be granted; therefore, the foregoing action by the Board of Education will negate your request for re-certification. In addition, their action will foster an additional problem with respect to class size per instructor, as required by FAR 147.23, which states that the school must provide one instructor for each 25 students.

Please notify this office no later than 14 July 1971 of your course of action regarding this development so that we may either continue our tentative re-certification inspection schedule of July 20, 21, and 22, or issue cancellation notices to the FAA team members involved.

Should you require any assistance in this matter, please call this office.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. V. Radice", is written over the word "Sincerely,".

D. V. Radice
General Aviation Maintenance Inspector

13

13

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

Documentation: C

Ms. Butler

Re: GCN-192-72

September 19, 1972

Termination Notices: In his complaint, item 2, dated June 22, 1972, Mr. Vadell states he was told in September of 1971, that his services were being terminated, and that on the same day, three (3) new teachers, unlicensed, not of Spanish origin, were hired in the shop department. Mr. Vadell further stated that a Mr. Farash, with the same subject teaching license, had not been terminated.

Letters Enclosed:

- C.1 - Letter dated June 11, 1971 - Alerting Mr. Vadell and Mr. Farash of a possible loss of teaching assignment. Signed by the teachers involved.
- C.2 - Letter dated June 30, 1971 - Informing Mr. Vadell and Mr. Farash that their teaching services were being terminated.
- C.3 - Letter dated August 25, 1971 - Informing Mr. Vadell and Mr. Farash that their teaching services were terminated.

Summary:

It is obvious that the letters sent Mr. Vadell and Mr. Farash are identical and that such information was made known to both of them before September 1971.

14

14

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Sept 11, 1971

Sept 1968
Machine Shop

TO: GEORGE VAUEIL

As you know, the budget situation for the 71-72 school year is very confused and dim. I have been instructed by the Board of Education to notify all substitute teachers, regardless of seniority in license, that their positions next year are in jeopardy.

Let me emphasize that I do not know at this time how deep cuts will be ordered. As soon as I do know, the appropriate notices will be given.

I am sorry I cannot be more definite. Please bring any questions you may have to your chairman or me. Sign one copy of this memo and return to me.

Thank you.

Sincerely,

Frank Wozier

FRANK WOZIER
Principal

Notice Received:

George Vaueil
Signature of Teacher

SUMMER ADDRESS: 21-24 Crescent St.

Astoria L.I. N.Y.

ZIP 11105

RA8-7343

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

June 11, 1971

C.1
Sept 6, 1967
Machine Shop

TO: JACOB FARASH

As you know, the budget situation for the '71-72 school year is very confused and dim. I have been instructed by the Board of Education to notify all substitute teachers, regardless of seniority in license, that their positions next year are in jeopardy.

Let me emphasize that I do not know at this time how deep cuts will be ordered. As soon as I do know, the appropriate notices will be given.

I am sorry I cannot be more definite. Please bring any questions you may have to your chairman or me. Sign one copy of this memo and return to me.

Thank you.

Sincerely,

Frank Woehr

FRANK WOHR
Principal

Notice Received:

J. Farash
Signature of Teacher

SUMMER ADDRESS: 170-20 130 AVE

JAMAICA, N.Y.

ZIP 11434

525 5187

BOARD OF EDUCATION—CITY OF NEW YORK
C.2
AVIATION HIGH SCHOOL

June 30, 1971

TO: MR. GEORGE VADELL

RE: Services - September 1971 Term

The Board of Education, because of budget stringencies, has ordered an overall reduction in staff in all high schools. In addition, the vocational high schools have been ordered to reduce their instructional program for students from 8 periods to 7.

We believe that because we are a special school due to our meeting the special FAA requirements, as specified in FAR 147, we should be granted a variance from the general policy of a 7 period of instruction limit. We have appealed and are hopeful that the merit of our special curriculum will be recognized. If so, the Board of Education will have to grant a supplementary allotment of personnel to make it possible to organize an 8 period instruction day. We do not know when the Board of Education will rule on our request. As soon as they do, an analysis of school and departmental needs will be made and then we will be able to notify you.

I am sorry that I cannot be more specific. This is a time of doubt and confusion when we must await the action of the Board of Education before we can act with assurance. The best estimate I can make at this time regarding our need for your services is as follows:

- ☐ 1. We will be able to utilize your services even if we do not get a supplementary allotment.
- ☐ 2. We will be able to utilize your services if we do get a supplementary allotment.
- ☒ 3. It does not seem that we will be able to utilize your services.

Please list your summer address and telephone below so you can be contacted on any change in plan. Call your chairman for information and details.

Sign below to indicate receipt and return to me. Thank you.

FRANK WOHR
Principal

Signed: George Vaddell

Summer Address:

21-24 Crescent St.

14

Astoria L.I. N.Y.

Zip 11105

Telephone:

KA 8-7343

C.2

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

June 30, 1971

TO: MR. JACOB FARASH

RE: Services - September 1971 Term

The Board of Education, because of budget stringencies, has ordered an overall reduction in staff in all high schools. In addition, the vocational high schools have been ordered to reduce their instructional program for students from 8 periods to 7.

We believe that because we are a special school due to our meeting the special FAA requirements, as specified in FAR 147, we should be granted a variance from the general policy of a 7 period of instruction limit. We have appealed and are hopeful that the merit of our special curriculum will be recognized. If so, the Board of Education will have to grant a supplementary allotment of personnel to make it possible to organize an 8 period instruction day. We do not know when the Board of Education will rule on our request. As soon as they do, an analysis of school and departmental needs will be made and then we will be able to notify you.

I am sorry that I cannot be more specific. This is a time of doubt and confusion when we must await the action of the Board of Education before we can act with assurance. The best estimate I can make at this time regarding our need for your services is as follows:

- ☐ 1. We will be able to utilize your services even if we do not get a supplementary allotment.
- ☐ 2. We will be able to utilize your services if we do get a supplementary allotment.
- ☒ 3. It does not seem that we will be able to utilize your services.

Please list your summer address and telephone below so you can be contacted on any change in plan. Call your chairman for information and details.

Sign below to indicate receipt and return to me. Thank you.

FRANK WOHR
Principal

Signed: Jacob Farash

☐ Summer Address: 170-20 130 AVE
JAMAICA, N.Y.

Zip 11434

Telephone: 525-5187

18

C3

AVIATION HIGH SCHOOL
Frank Woehr, Principal

August 25, 1971

To: George Bell

Re: Services - September 1971 Term

The Board of Education, after review of our special situation, has granted a supplementary allotment of positions to our school to make it possible to organize an 8 period instruction day in the 11th and 12th years.

An analysis of school and departmental needs has been made and I am hereby informing you of our current projection. The best estimate I can make at this time regarding our need for your services, subject to possible action by the Board of Education, is as follows:

- ☐ 1. We will be able to utilize your services. If available, please to be present in school on September 10th.
- ☒ 2. It does not seem that we will be able to utilize your services.

Please call your business, Mr. Fosse, or me for information and details and as to your availability.

Thank you

FRANK WOEHRE
Principal

AVIATION HIGH SCHOOL
Frank Woehr, Principal

August 25, 1971

To: Jacob Farash

RE: Services - September 1971 Term

The Board of Education, after review of our special situation, has granted a supplementary allotment of positions to our school to make it possible to organize an 3 period instruction day in the 11th and 12th years.

An analysis of school and departmental needs has been made and I am hereby informing you of our current projection. The best estimate I can make at this time regarding our need for your services, subject to possible action by the Board of Education, is as follows:

1. ☐ We will be able to utilize your services. If available, plan to be present in school on September 10th.

2. ☒ It does not seem that we will be able to utilize your services.

Please call your chairman, Mr. Kase, or me for information and details and as to your availability.

Thank you,

FRANK WOHR
Principal

* Because of the unexpected transfer to our school of two regular shop teachers excessed from other schools, the ATR positions to which we planned to assign you, will probably not be available.

As of Sept. 13, 1971

Left ATR -

17

20

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: D

Ms. Butler

Ref: GCN-192=72

September 19, 1972

Assignment of two tenured, licensed regular, auto mechanics teachers on transfer.

Two regularly appointed, tenured, licensed auto mechanic teachers were transferred (excessed) from Woodrow Wilson High School to Aviation High School. This transfer could not be refused, in keeping with established Board of Education policy and in agreement with the U.F.W., therefore these two teachers had to be utilized as effectively as possible.

Administration Action: (following consultation with principal's cabinet and other interested parties)

One teacher was assigned to the 9th year exploratory shop and the other was assigned to the A.T.R. (Absent Teacher Reserve) duties. These positions had been added to school allotment as per letter dated July 21. (Documentation A item .4)

Summary:

Mr. Vadell's statement that he could have been used for either of these two positions was pre-empted by the transfer of these two regular, tenured, licensed auto mechanic teachers.

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: E

Ms. Butler

Ref.: GCN 192-72

September 19, 1972

List of Staff

A list of the school staff as of June 1971 is attached.
The total number is 156.

From	To
Principal <u>OMIT</u>	1 Weehr
Asst. Pr. (Super) Adm)	2 - Jackson, Kase <i>Castelli</i>
Asst. Pr. (Super)	6 Rock (Silver) Waranoff, Lenky, Bloom, Frontario (Passarello) Geldfarb
Secretaries <u>OMIT</u>	● - Fox, Levofsky, Liebeskind, Roberts, Rosenberg, Schaffer, Shapiro, Unikofsky <u>Jordan</u>
Libs. Tr.	3 Schoenberg, Kameros, Sanders
Lab. Spec.	2 - Lubell, Martz
Guidance Couns.	2 - Warth, Pepenella
Auto Mech.	4 Evans, McIntosh (Scheuler) Neumann, Hendrickson
Av. Mech.	63 62 Amodio, Anzalone, Annunziato, Aust, Barg (Brans) <i>N. Silver</i> Benson, Ciccarone, Cassese (Cook) Gorlick <i>Valenti</i> Cordaro, Court, Curcio, DeStefano, Friedman, Durkin, Grant, Giacalone, Holtzer, Kaplan, Gold Kuklis, Kelly, Kyle, Kiefer (Donnelly), Maroni, Maucere, Nejez (Chourlenis) Lisella, Nissen, Olson, Parker, Pollizotto, Ramos, Truncalo, Esnaillat, Varjan, Weinstein, Williams, Wirth (Solomon) Seberg (Diamant), Callan, Giordano, Wizbicky, Georgi, Karp, Allen, Miller, Tuminello, Rehauser, Calabrese, Levine (Gartenberg) Voigt, Karram, Donahue, Lewis, Siegel, Palermo, Tannenbaum, DeMarco, Mazzara, Ancuri, Lipari, Luccese, <u>Bochenski</u> <i>Gold</i>
Mach. Sh. Prac.	5 Evens, Hardenfelder, Moran, Vadell, Haberman
Sheet Metal	1 Jehansmeyer (McDERMOTT)
Welding	1 Cassel
Rel. Tech.	9 10 O'Dwyer, Dankowski, Massey, Leff, Savas, Silver, Bonadio Morell, Rosenfeld, T. son
Fine Arts	1 Hirsch
Mech. Dr.	3 Aiello, Lax, Warren
Gen. Sci. Bio	1 Laniewska
Eng.	10 14 Adler, Esquadero, Fox, Markus, Pantofel, Reilly, Risika, Searcy, Kleinberg, Nudelman, Gross, Klepper, Clark
Chem. & Gen. Sci	3 Regoff, Austin, Bochenski
Health Ed.	5 6 Gledstein, Santoro, Sandler, Reynolds, Goodman, McCarthy
Math.	7 10 11 Schachter, Tulchinsky, Tran Polpicelli, Nick, Markowitz, Longiaru, Gruber, Abell (Rosenfeld) Faver, Hoosak, Weiss
Soc. St.	10 12/14 Feldman, Feurman, Fogel, Wolozin (Halstead), Goldsmith, Lamprines, Leider, Peller, Sternberg, Robbins (Green) <i>Bacharach</i> Munsey, Shustak, Hefter <i>Abusch</i>
Speech	3 Kats, Buchanan
Music	2
	150 156 <i>156</i>

ATR: Pignatelli,165
-16
149

BOARD OF EDUCATION--CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: F

Ref: GCN-192-72

September 1, 1972

PERSONNEL LIST - PERSONNEL EMPLOYED SINCE SEPTEMBER 1971

<u>Name</u>	<u>Starting Date</u>	<u>Subject</u>	<u>Ethnic Background</u>
John Santolucito	Sept. 1971	Av. Mechanics	Other
El Geril	Sept. 1971	" "	Other
Alfred Scheuler	Feb. 1972	" "	Other
Salvatore J. Piccatelli	Feb. 1972	" "	Other
Marie Jordan	Feb. 1971	School Secretary	Other
Steven H. Davis	Feb. 1971	Related Tech.	Other
Martin Kollinotto	Dec. 1971	Av. Mechanics	Other
Colonia Palazzo	Nov. 1971	Social Studies	Other
Conrad C. Haumann	Sept. 1971	Auto Mechanics (Trans.)	Other
Edward Hendricks	Sept. 1971	Auto Mechanics (Trans.)	Other
Paul J. Diocese	Sept. 1971	Av. Mechanics	Other
Paul Costelli	Sept. 1971	Av. Mechanics	Other
Bernard Schorteme	Sept. 1972	Av. Mechanics	Other
James Goldsmith *	Sept. 1972	Av. Mechanics	Other
John Bergin	Feb. 1972	Av. Mechanics	Other
Michael Pelleda	Feb. 1972	Av. Mechanics	Other
Harold Polerna	Sept. 1972	Av. Mechanics	Other

* Reprimanded resignation and restored to duty by Board of Education
 * Transferred from East New York Voc and Tech High School

FACULTY OF AVIATION HIGH SCHOOL

As of November 22, 1971

<u>Name</u>	<u>Date Hired</u>	<u>License</u>	<u>Ethnic Background</u>
Abell, Charles	9/62	Mathematics	Other
Abusch, Harvey	2/64	Social Studies	"
Adler, Norman	9/50	English	"
Aiello, Vincent	2/66	Mech.Dr.	"
Allen, Richard	10/65	Aviation Mech.	"
Anodio, Ralph	9/60	Aviation Mech.	"
Annunziato, Carmine	2/64	Aviation Mech.	"
Anzalone, Anthony	11/63	" "	"
Arcuri, Angelo	9/63	" "	"
Austin, Laurence	9/69	Chemistry	"
Barg, Charles	2/37	Aviation Mech.	"
Baust, Max	2/44	" "	"
Benson, William	1/65	" "	Black
Bloom Sidney	2/69	Asst.Pr.(Super)	Other
Bochenski, Ernest	3/26/70	Related Tech.	"
Bognar, John	3/71	" "	"
Bonadio, Mary	9/60	" "	"
Brams, Sanford	9/67	Social Studies	"
Buchanan, Jean	9/69	Music	Black
Calabrese, Anthony	9/66	Aviation Mech.	Other
Callan, Henry	2/60	" "	"
Cassel, Hiram	9/63	Welding	"
Cassese, Thomas	9/61	Aviation Mech.	"
Castelli, Luis	9/71	" "	"
Chourlenis, Anthony	11/20/70	" "	"
Ciccarone, Ernest	9/52	" "	"
Clark, Victoria	2/70	English	"
Cordaro, Frank	2/66	Aviation Mech.	"
Court, Stanley	2/64	" "	"
Curcio, Ralph	11/61	" "	"
Dankowski, Edward	2/67	Related Tech	"
DeMarco, Paul	2/67	Aviation Mech.	"
DeStefano, Peter	9/54	Aviation Mech.	"
Diaant, Howard	9/60	English	"
Donahue, John	9/67	Aviation Mech.	"
Donnelly, Edward	9/24/70	" "	"
Durkin, Edward	2/64	" "	"
Escudero, Frank	9/56	English	Spanish
Espallat, Edwin	11/70	Aviation Mech.	Spanish
Evans, Milton	9/41	Auto Mech..	Other
Evens, Sol	9/58	Machine Shop	Other
Faver, Robert	9/69	Math.	"
Feldman, I. David	9/59	Social Studies	"
Feurman, Harold	9/60	Social Studies	"
Fogel, Neil	9/67	" "	"
Fox, Adele	9/66	School Secretary	"
Fox, Lawrence	9/55	English	"
Frontario, Santo	11/14/38	Asst.Pr.(Super)	"
Friedman, Alan	9/49	Aviation Mech.	"
Garabedian, Edward	9/15/70	Social Studies	"

E2
(F2)

FACULTY OF AVIATION HIGH SCHOOL (cont)

Ethnic Background

<u>Name</u>	<u>Date Hired</u>	<u>License</u>	<u>Ethnic Background</u>
Gartenberg, Maureen	9/70	English	Other
Georgi, Gerald	2/64	Aviation Mechanics	"
Giaccalone, Anthony	2/9/57	" "	"
Giordano, John	9/65	" "	"
Glodstein, Sidney	9/1954	Health Education	"
Gold, Bernard	9/70	Related Technical	"
Goldfarb, Melvin	2/70	Asst.Pr.(Super)	"
Goldsmith, Daniel	2/56	Social Studies	"
Goodman, Melvin	9/63	Health Education	"
Gorlick, Alvin	9/71	Aviation Mech.	"
Grant, Robert	9/63	" "	Black
Green, Stanley	9/69	Social Studies	Other
Gross, Elaine	9/66	English	"
Gruber, Eli	9/67	Math.	"
Haberman, Morris	9/13/65	"	"
Halstead, Thomas	2/68	Social Studies	"
Hardenfelder, Albert	9/33	Machine Shop	"
Hefter, Richard	9/68	Speech	"
Hendrickson, Frederick	9/71	Auto Mechanics - <i>transferred - Regular</i>	"
Hirsch, Judith	9/3,65	Fine Arts	"
Holtzer, Herbert	9/59	Aviation Mechanics	"
Hoosak, Sharon	9/68	Math.	"
Jackson, Carl	12/48	Asst. Pr.(Admin)	"
Johansmeyer, Frank	9/38	Sheet Metal	"
Kameros, Henriette	2/60	Library Teacher	"
Jordan, Marie	2/1/71	School Secretary	"
Kaplan, Philip	2/5/59	Aviation Mechanics	"
Karp, Lawrence	2/65	" "	"
Karram, Vernal	2/68	" "	"
Kase, Harry	9/45	Asst. Pr.(Admin)	"
Katz, Abe	9/61	Music	"
Kelly, Lawrence	2/17/64	Aviation Mechanics	"
Kleinberg, Judith	9/68	English	"
Klepper, Susan	9/68	"	"
Kuklis, George	9/59	Aviation Mechanics	"
Kyle, Robert	9/61	" "	"
Lamprinos, Gregory	9/38	Social Studies	"
Laniewska, Katherine	2/67	Biology	"
Lax, Alex	2/66	Mech.Dr.	"
Leff, Royal	9/68	Related Technical	"
Leider, Irving	2/56	Social Studies	"
Levofsky, Ruth	2/12/69	School Secretary	"
Lewis, Howard	12/63	Aviation Mechanics	Black
Liebeskind, Ruth	9/64	School Secretary	Other
Lipari, John	9/61	Aviation Mechanics	"
Lisella, Victor	10/23/67	" "	"
Longiaru, Amelio	2/60	Math.	"
Lonky, Alfred	9/52	Asst.Pr.(Super)	"

FACULTY OF AVIATION HIGH SCHOOL (cont)

(F3)

Name	Date Hired	License	Ethnic Background
Lubell, Marjorie	9/60	Lab. Assistant	Other
Luccese, Matteo	9/71	Aviation Mechanics	"
Markowitz, Leonard	9/64	Math.	"
Markus, Alexander	9/53	English	"
Maroni, John	9/36	Aviation Mechanics	"
Massey, Irving	2/64	Related Technical	"
Maucere, John	9/61	Aviation Mechanics	"
Mazzara, Salvatore	5/1/69	" "	"
McCarthy, Frank	9/62	Health Education	"
McIntosh, George	9/38	Auto Mechanics	"
Mertz, Harry	9/58	Lab. Assistant	"
Miller, George	2/64	Aviation Mechanics	"
Moran, James	2/61	Machine Shop	"
Morell, Claude	2/66	Related Technical	Spanish
Munsey, Carol	9/47	Speech	Black
Naumann, George	9/71	Auto Mechanics - transferred - Regular	Other
Nejez, Charles	9/12	Aviation Mechanics	"
Nick, John	4/54	Math.	"
Nissen, Jens	9/51	Aviation Mechanics	"
Nudelman, Sylvia	9/67	English	"
O'Dwyer, Robert	9/65	Related Technical	"
Olson, George	9/54	Aviation Mechanics	"
Palazzo, Roberta	11/71	Social Studies	"
Palermo, Anthony	12/11/68	Aviation Mechanics	"
Pantofel, Esther	2/1/61	English	"
Parker, John	11/62	Aviation Mechanics	"
Passarello, John	9/71	" "	"
Peller, Sidney	3/27/61	Social Studies	"
Pepenella, Antonio	9/59	Educ. Voc. Guidance	"
Pignatelli, Salvatore	2/71	Aviation Mechanics	"
Pollizotto, Martin	12/71	" "	"
Pollizotto, Vincent	9/51	" "	"
Ramos, Raul	10/64	" "	Spanish
Rehauser, John	9/53	" "	Other
Reilly, John	9/40	English	"
Reynolds, William	2/68	Health Education	"
Risika, Robert	9/62	English	"
Rixon, Irving	2/69	Math.	"
Robbins, Lewis	9/38	Social Studies	"
Roberts, Helen	9/8/52	School Secy	"
Rochman, Philip	2/62	Bio-Chemistry	"
Rogoff, Jay	9/65	Bio-Chemistry	"
Rosenberg, Sylvia	9/13	School Secretary	"
Rock, Sidney	9/55	Asst. Pr. (Super)	"
Rosenfield, Sigmund	9/68	Related Technical	"
Ryan, Helen	9/68	School Secretary	"

E 4
F4

FAULTY OF AVIATION HIGH SCHOOL (cont)

<u>Name</u>	<u>Date Hired</u>	<u>License</u>	<u>Ethnic Background</u>
Sanders, Melvin	9/69	Library Teacher	other
Sandler, Michael	2/68	Health Education	"
Santoro, Paul	9/56	Health Education	"
Savas, Steven	2/71	Related Technical	"
Schachter, Clemens	3/47	Math.	"
Schaffer, Joyce	9/56	School Secretary	"
Scheulen, Alfred	2/5/71	Aviation Mechanics	"
Schoenberg, Sadie	2/58	Library Teacher	"
Searcy, Ronald	9/62	English	"
Shapiro, Nathan	9/58	School Secretary	"
Shustak, David	6/55	Speech	"
Siegel, Gilbert	10/68	Aviation Mechanics	"
Silver, Norman	2/1/66	Related Technical	"
Solomon, Emanuel	12/69	Health Education	"
Sternberg, Stanley	9/59	Social Studies	"
Tannenbaum, Gerald	10/67	Aviation Mechanics	"
Truncala, Frank	9/63	Aviation Mechanics	"
Tulchinsky, Clara	2/45	Math.	"
Turminello, Frank	2/1/64	Aviation Mechanics	"
Tyson, Kenneth	2/66	Related Technical	"
Vadell, Armando	2/59	Machine Shop	Spanish
Valenti, Joseph	7/70	Aviation Mechanics	Other
Varjan, Stephen	9/44	" "	"
Voigt, Arthur H.	11/7/66	" "	"
Volpicelli, Frederick	2/69	Math.	"
Waranoff, Peter	4/57	Asst.Pr.(super)	"
Warren, David	2/66	Mech.Dr.	"
Warth, Peter	9/38	Educ.Vec.Guidance	"
Weinstein, Solly	1/58	Aviation Mechanics	"
Weiss, Gisele	3/68	Math.	"
Williams, Paul	9/54	Aviation Mechanics	"
Wizbicky, Edward	2/1/64	" "	"
Wirth, John	9/38	" "	"
Woehr, Frank	9/36	Principal	"
Wolozin, Hyman	9/38	Social Studies	"

REG. SUBS. ~~INDEXED~~ in FEB. 1971

ES
(F5)

II-6

Name	Since 1/1/71	<i>Starting</i> Date	License	Ethnic Background
1. Marie Jordan	2/1/71	2-71	School Secretary	other
Howard Diamant	"	9-66	English	other
Richard McDermott	"	1-1-67	Social Studies	other
John Donahue	"	2-67	Av. Mech.	other
Arthur Selz	"	1-68	Auto Mech.	other
Sanford Bruns	"	1-67	Social Studies	other
Victor Lisella	"	11-24-67	Av. Mech.	other
Irving Rixon	"	-68	Math.	other
Stephen Schwartz	"	9-26-69	Health Ed.	other
Joseph DiNardo	"	9-4-68	Welding	other
Ernest Garabedian	"	1-17-70	English	other
Frederick Velpicelli	"	1-69	Math.	other
James Smith	"	1-8-70	English	other
Hyman Silver	"	1-14-70	Rel. Tech.	other
Ernest Bochenski	"	1-26-70	Rel. Tech.	other
Maureen Gartenberg	"	1-23-70	English	other
George Vadell	"	1-4-68	Machine Shop	Spanish
Jacob Farash	"	1-8-67	Machine Shop	other
Irving Reichman	"	1-10-69	Rel. Tech.	other
Bernard Gold	"	1-21-70	Rel. Tech.	other
Andrew Donnelly	"	1-24-70	Av. Mech.	other
Castelli, Joseph	"	1-21-70	Av. Mech.	other
Pignatelli, Salvatore	"	2-5-71	Av. Mech.	other
Edwin Esquillat	"	11-2-70	Av. Mech.	Spanish
Anthony Desautels	"	1-2-71	Av. Mech.	other
Shelia Weisfeld	"	2-1-71	Speech	other
Samuel XXXXXXX Passarello, J.	"	9-11-68	Av. Mech.	other
Gorlick, Alvin	"	9-7-68	Av. Mech.	other
ATR since Feb. 1971				
2. Alfred Scheulen Beg. Feb. 1	"	2/5/70	Av. Mech.	other
Arthur Selz Beg. Feb. 1	"	9-68	Auto Mech.	other
Jacob Farash Beg. Sept. 13	"	9-8-67	Machine Shop	other
Salvatore Pignatelli Beg. 9/10	"	2/5/70	Av. Mech.	other

29

28

EG
F6

TERMINATED SINCE Feb.1,1971

3. Name

License

Ethnic Background

1	Arthur Sels	Auto Mech.	ether
2	Stephen Schwartz	Health Ed.	ether
3	Joseph DiNardo	Welding	ether
4	Ernest Garabedian	English	ether
5	James Smith	English	ether
6	George Vadell	Machine Shop	Spanish
7	Irving Reichman	Rel.Tech.	ether
8	Sheila Weisfeld	Speech	ether
9	Jacob Farash	Machine Shop	ether

4. Name

30

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

Documentation: G

Ms. Butler

September 19, 197

Ref: GCN-192-72

Employment Record: Mr. Vadell and Mr. Farash
School Term - Sept. 1971

The following is the official school payroll record of employment for Mr. Vadell and Mr. Farash. They were employed as per diem substitutes. Mr. Farash had been in the school, was continuously available and always reported for assignments when called upon.

<u>Pay Period</u>	<u>Mr. Farash</u>	<u>Mr. Vadell</u>
Sept. '71	0	0
Oct. '71	19	8(5,6,12,19,20,26,27,28)
Nov. '71	9	0
Dec. '71	5	* 2 (15, 21)
Jan. '72	0	0

Our payroll secretary reports that Mr. Vadell had been called to report for substitute teaching assignments on occasions but Mr. Vadell could not accept the offer. In addition, Mr. Vadell was asked to report for work on Nov. 30 for December 1st, agreed to do so, then called on the morning of December 1 to say he could not take the assignment. This was repeated again when asked on December 2 to report for duty on December 3. Again he accepted the assignment only to call the next morning to say he would not be able to report for duty.

Mr. Selz and Mr. DiNardo, the other two substitute shop teachers who were terminated on June 30, 1971 along with Mr. Vadell and Mr. Farash, were not called upon to serve as per diem substitute teachers.

Data supplied by

Sylvia Rosenberg
Sylvia Rosenberg, Payroll Secretary

Prepared by

Santo J. Frontario
Santo J. Frontario, Principal

G1

DAILY ABSENCE OF TEACHERS

Date December 1, 1971

Name of Teacher	Session	O.C. Room	Key Number	Name of Substitute
✓ Haron				Farash
✓ Pantofel			8	Rial
✓ Hendrickson				NS
✓ Clark?	7:54			GERSH
✓ Espaillet	9:24	36	Pupils' Cite Sec 243/F	Mr. Vadell CAPRICCIO
✓ HOOSAIN	7:54			D. NATKINS
✓ HALSTEAD	8:37			CONWAY

Mr. George Vadell was called to substitute on November 30th but was not available. He indicated however that he would be available for December 1st and we asked him to come in.

On the morning of December 1st, he telephoned and said he was unable to come in.

Late: _____

Late: _____

32

31

G2

DAILY ABSENCE OF TEACHERS

Date December 3, 1971

Name of Teacher	Session	O.C. Room	Key Number	Name of Substitute
✓ Haroni				XXXXXXXX Hendrickson
✓ Esquillet	9:24	3-6	37 37	La Keckman
✓ Pautzel	7:54	7-10	330	98 Deliairo
Lonky				ISP <u>DILSON</u> <u>9:24</u>
✓ DURKIN	9:24		68	G. Vadell (9:24) K
L'KELLY	7:54		63	GREGORY (9:24)
L'WEINSTEIN	7:54	7-4	57	POLLIZOTTO, M. V.
✓ OLD	8:37		104	SHOENFIELD
✓ MIRAN	7:54	3-5	51	RECHMAN (ASA)

** Mr. G. Vadell was called yesterday (Dec. 2) to come in on Friday, Dec. 3rd and he indicated that he would do so. However, on the morning of Dec. 3, he telephoned to tell us that he would be unable to work on this day.

Late: _____

Late: _____

33

32

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: H

Ms. Butler

Ref: GCN-192-72

September 19, 1972

The fact that in the past there were and at present there are certain teachers serving in shop programs without aviation mechanic credentials is true. But such a condition is brought about by factors beyond the control of the school and is an exception to approved policy. During the term starting September '71, there were no shop teachers without aviation mechanic credentials - except "regular" teachers. All substitute teachers serving in full term assignments (holding either a substitute license or a per diem certificate) were aviation mechanics.

The policy of the Board of Education in staffing a high school and the duty of a principal in this area is covered in Sec. 89: "Functions and Duties of Principals...", a photocopy of which is enclosed. Article 5 specifies that teachers shall be assigned in accordance with the subject of their license. In case of necessity, he (the principal) may temporarily assign a teacher in a subject other than that covered by his license. This is supported by the U.F.T. Agreement - Art. IV C 2c - which specifies that retention rights and seniority are applied on the basis of "license held". Consult the ruling of Mr. Irving Robbins (p.2) "Relevant Considerations" a copy of which I furnished previously.

Note also should be made of the emphasis given by Mr. Robbins of the special importance that teachers with proper aviation mechanic credentials are to the students of Aviation High School. You will note that it was because of our special program we were granted special staffing consideration by Mr. Jacob Zack, Assistant Superintendent.

Mr. Vadell has maintained strongly that he is more competent in machine shop work than are aviation mechanics. This is confirmed by the Board of Education in granting him a credential in machine shop - not aviation mechanics. It seems to me that it logically follows that the teacher with an aviation mechanic credential is more competent as a teacher in this area than Mr. Vadell. These are the kind of teachers we need and it is Board of Education policy to hire and retain for the benefit of our students.

34

33

ARTICLE X—SCHOOL ADMINISTRATION**FUNCTIONS AND DUTIES OF PRINCIPALS, ET AL.,
IN CHARGE OF SCHOOLS**

SECTION 89. 1. Subject to the supervision of the assistant superintendent assigned in accordance with Section 41 of these By-Laws, the principal shall be the responsible administrative and pedagogical head of the school, and during the regular school sessions shall be responsible for the instruction, direction and control of all members of the supervising and teaching and custodial staffs constituting the organization of such school. He shall take all proper measures to carry out in his school all requirements of the Board of Education expressed in By-Laws, rules, regulations and resolutions, and all instructions issued in pursuance thereof.

2. He shall exercise the utmost care to insure the security and proper maintenance of all school property and supplies under his charge and shall give immediate notice to the Superintendent of Schools, the Superintendent of Plant Operation and Maintenance and the assistant superintendent of injury to school property or for repairs needed in excess of any emergency allowance made for such purpose.

3. Under regulations to be established by the Superintendent of Schools, he shall maintain or cause to be maintained perpetual, continuing and accurate inventories of all school equipment, supplies, textbooks, library books and other educational material; and, in connection therewith, he shall make an annual physical inventory in manner and form to be prescribed by the Superintendent of Schools.

The said inventory as to equipment, revised as of June 30th, shall be used as the basis for the receipt to be given by the custodian to the principal on the closing of the schools.

The Superintendent of School Supplies shall have access to school stocks for purposes of check on inventories; and information on such stocks and inventories shall be supplied by any school in such manner and form as to accord with policies of the Superintendent of School Supplies which have been approved by the Superintendent of Schools.

4. He shall report to the Superintendent of Schools within twenty-four hours, sending a copy to the assistant superintendent, all accidents occurring to pupils, teachers and others on or about the school premises, and all accidents in connection with the administration of the school or its activities occurring away from the school premises. He shall give the circumstances thereof, and the nature and extent of the injury, if any, together with signed statements of at least two witnesses.

5. He shall assign each teacher to duty in accordance with his rank and the subject of his license. In case of necessity, he may, subject to the approval of the Superintendent of Schools, temporarily assign a teacher

to a position of equal rank in a subject other than that covered by his license. He shall assign assistants to principal to perform such supervisory, teaching or administrative work as may be required for the proper carrying out of these By-Laws.

6. He shall establish and maintain the highest possible standards of supervision and teaching in his school. He shall give special attention to the work of substitute teachers, inexperienced teachers or teachers whose work has been recorded as unsatisfactory. He shall keep such cumulative record of assistance rendered as will show what opportunity and assistance such teachers have had to enable them to succeed. He shall keep an official record of all class inspections and examinations, conferences with teachers, and of such other matters as he may deem necessary. He shall require assistants to principal to keep similar records of their work.

7. Within the last ten school days of each school year and not fewer than four school days prior to the close thereof, the principal of each school shall give to each member of his staff a signed statement characterizing his work as satisfactory or unsatisfactory; or, in the case of a beginning teacher on probationary tenure whose probationary period will extend more than one year, the principal may use the rating of "D," i.e., "doubtful" during the first year of such probationary period, if in his judgment, such rating best describes the teacher's service. A certification of unsatisfactory or doubtful work shall be accompanied by appropriate supporting data. A report of such ratings, with accompanying data as indicated, shall be submitted to the Superintendent of Schools; and a copy thereof shall be submitted to the assistant superintendent.

7a. In the case of a teacher whose assignment to a given school has covered at least 20 school days since the beginning of the school year and is terminated at some time other than the last day of the school year, the principal of such school shall give to such teacher not later than four school days following the last day of service in such school a signed statement characterizing his work as Satisfactory or Unsatisfactory. If the service is rendered during the first year of a three-year probationary period, the rating of Doubtful may be used. This statement shall cover the period of service in such school immediately preceding such termination of service in such school. The certification of unsatisfactory or doubtful work shall be accompanied by appropriate supporting data. A report of such rating with accompanying data, as indicated, shall be submitted to the Superintendent of Schools, and a copy thereof shall be submitted to the Associate Superintendent in Charge of Personnel.

7b. All official reports to a superior officer, to the Board of Examiners, or other official body of the Board of Education of The City of New York required by law or By-Laws of the Board of Education, shall be

(Amended July 22, 1954 and further amended
February 2, 1956 by renumbering 7a as 7b and
adding new subdivision 7a.)

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Document ation: I

Ms. Butler

Ref: GCN-192-72

September 19, 1972

The statement made by Mr. Vadell that his ethnic origin and language facility should be a consideration influencing retention, should be answered.

The statement regarding percentage of students is substantially correct. I believe Mr. Vadell, when he refers to teachers, means those of Spanish origin rather than Spanish speaking. There are a number of teachers in the "other" category who are Spanish speaking. Is there an inference in Mr. Vadell's statement that because he is Spanish he could communicate and relate better than "other" teachers and therefore should be retained?

The school and the Board of Education policy is to try to recruit competent teachers who would be representative of the ethnic diversity of the student population of the school. But this does not mean that a less-qualified teacher should be hired or retained just because of his ethnic origin. To do so is reverse discrimination. Job competence is the goal and policy of the Board of Education. Teachers hold credentials in various subject areas and it is policy to assign them in their area of competence. For this school, with our aviation mechanics program, we need shop teachers with aviation mechanic credentials. The academic and vocational success of our students is evidence that our teachers are competent in the area of their teaching credential and confirms the merit of the Board of Education policy to give preference in employment and retention to teachers holding the aviation mechanic credential.

Spanish language facility is not a critical problem at this school. A recent Board of Education survey shows that our 9th year students scored higher in reading than any other high school in Queens. The absence of unrest and racial conflict at Aviation High School is evidence, I believe, that our teachers relate effectively to our students. There is no evidence available to me that because of his ethnic background Mr. Vadell related more effectively to the 2400 students of this school than "other" teachers.

BOARD OF EDUCATION—CITY OF NEW YORK

AVIATION HIGH SCHOOL

Documentation: J

Ms Butler

Ref: GCN-192-72

September 19, 1972

It was the contention of Mr. Vadell that his termination was improper under Board of Education regulations and contract provisions. The attached report by Mr. Irving Robbins, approved by Chancellor Scribner cites the relevant authority for the action taken. Special note should be taken of items 5,6 and the "Finding", page 4, of the hearing officers report. The school staff did contract in September '71. "However, the fact is incidental; the release of the grievant because of his failure to hold an appropriate license could have properly occurred had there been no shrinkage of the school staff".

35

38

II - 11

APPEAL TO THE CHANCELLOR OF GEORGE VADELL, SUBSTITUTE
TEACHER

Conference held on Thursday, October 28, 1971, in
Room 212, Board of Education, 110 Livingston Street,
Brooklyn, New York; Irving Robbins, Hearing Officer.

Present:

Mr. George Vadell, Appellant
Mr. Frank Woehr, Principal, Aviation
High School
Mr. Carl Berlin, Office of Supt. Wilner
Mr. John R. Nick, Teacher, Aviation
High School
Mr. Sal Leonardi, Dist. UFT Representative.

Origin of the Appeal

Mr. George Vadell, a substitute teacher of
machine shop formerly assigned to the Aviation High
School, protests that Article IV C 2b was violated
when he was not reassigned in September 1971.

Facts of the Case

1. Previous to September 1971 the grievant
had served at the school for three years teaching
different programs in each year, in the main in
aviation mechanics.

2. In June 1971 he, together with all other
substitute teachers, was informed that in view of the
budget crisis there was no certainty of his employment
in the coming school year. During the summer a
number of positions that had been removed from the
school's organization were returned to it, in the main
so that the graduates of the school could be qualified
to meet certification or licensing requirements of
the Federal Aviation Authority.

3. These positions were filled by the
principal by rehiring substitute teachers of Aviation
Mechanics who had previously served in the school and
by the nomination of three persons for the Per Diem
Teaching Certificate in Aviation Mechanics. Mr. Vadell
was not reassigned. Also not reassigned were three
other substitute teachers who had formerly taught at
the school; these possessed licenses in auto mechanics,
welding and machine shop, the last with seniority
greater than that of the grievant.

Basis of the Appeal

1. The grievant argues that Article IV C 2b was violated by the failure to reassign him to the school. In doing so, he questions whether there has in fact been any contraction in the school shop department.

2. He further contends that even if there was a contraction, the school could not employ holders of the per diem certificate while not employing him. This argument is based on the position that instructors in this category may not be employed so long as he, "a properly licensed substitute", is available.

3. The grievant refers to his ability to speak Spanish and to the Preamble to the Agreement in which the Board and Union undertake to join in an effort to achieve a better ethnic balance in the staff. At the same time the grievant asserts that he wishes no specially favorable treatment because of his proficiency in Spanish.

4. During the course of the conference the Hearing Officer ruled that allegations of discrimination which had not been raised in this appeal at earlier steps of the grievance procedure were not properly matters to be considered at this time.

He also ruled that objections voiced by the grievant to the manner in which grievance conferences at earlier steps of the grievance process had been conducted were the concern of a separate grievance complaint which the grievant could if he wished initiate.

Relevant Considerations

1. The organization of schools is based on the principle that pupils are to be taught by teachers officially qualified in the area of instruction. This principle pervades the Board's system of appointments, assignments, and excusing and is explicitly stated in By-Law 89.5 which directs principals to "assign each teacher to duty in accordance with his rank and the subject of his license".

2. While assignment of teachers to the subject area in which they have been qualified is a matter of importance in all schools, it is perhaps of even greater significance in the Aviation High School. Not only is the subject of instruction there highly specialized, but graduates are eligible to receive certification issued by the Federal Aviation Authority which in doing so periodically reviews the qualifications of the instructional staff.

3. Occasionally it becomes necessary to assign teachers to classes or subjects for which they have not been specially qualified. It is understood that such arrangements are to be resorted to only where other alternatives do not exist and should be held to a minimum. Thus, By-Law 89.5 permits such assignment only "in case of necessity" and then "temporarily".

Similar approaches to "out-of-license" teaching are found in the Regulations of the State Commissioner of Education (Section 117.3) and in the State Education Law (Section 2573.11).

An out-of-license substitute teacher, then, is understood to be employed on a temporary or stop-gap basis, and the position in the school organization he is occupying cannot be considered to be filled or properly staffed. The school need not await the circumstances stated in Article IV C 2b before replacing him with a properly qualified instructor.

4. As an out-of-license teacher Mr. Vadell had some limited rights guaranteed by the Agreement but not those he asserts.

He had a right to an opening in machine shop (subject to the greater seniority of the other machine shop teacher). But no such opening existed. Therefore, this section of the Agreement (IV C 2d) was not relevant.

He had a right to retention if machine shop substitutes with lesser seniority were retained. Again this was not the case; both out-of-license substitutes were released.

41

4.

5. The grievant challenged at the Step 3 conference the assertion that the school had lost shop positions. Investigation of this matter confirms that this is the case. However, the fact is incidental; the release of the grievant because of his failure to hold an appropriate license could have properly occurred had there been no shrinkage in the school staff.


6. It is clear that the principal's actions were justified by accepted and sound educational policy. No basis is found for supporting the allegation that discrimination was a factor in his actions.

Finding

The Hearing Officer recommends to the Chancellor the following finding:

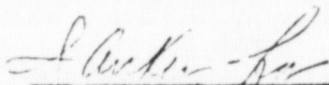
No violation of the Agreement or of established policy and practice occurred when the grievant was not reassigned as an out-of-license substitute. The petition alleging the contrary is denied.

Respectfully,


IRVING ROBBINS
Hearing Officer

IR:sc

IT IS SO ORDERED:


HARVEY B. SCRIBNER
Chancellor

NOV 22 1971

42

41

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

Documentation: K

Ms. Butler

Ref: GCN-192-72

September 12, 1972

Mr. Vadell stated that Principal Frank Woehr tried to get him fired from his evening trade school teaching job at Queens Vocational High School. Mr. Vadell said that Mr. Woehr called Mr. Steinberg, the teacher in charge of the Queens Vocational High School Evening Program, and asked Mr. Steinberg to "fire" Mr. Vadell from this evening trade school teaching job. This charge was made at the September 12, 1972 hearing in your office (Ms. Butler) and was offered as evidence in supporting Mr. Vadell's charge of discrimination because of his national origin.

The attached letter from Mr. Steinberg, teacher-in-charge of Queens Vocational High School Evening School Program disproves Mr. Vadell's charge and further illustrates the lack of credibility in Mr. Vadell's charges.

2

2

Dr. Sidney Rosenberg, Principal

Telephone 937-3010

QUEENS EVENING TRADE SCHOOL

Board of Education, City of New York
37-02 Forty-seventh Avenue
Long Island City, New York
11101

Arthur A. Steinberg

Teacher in Charge

September 19, 1972

TO WHOM IT MAY CONCERN:

AT no time did Mr. Frank Woehr, Principal of Aviation High School, call me on the phone to ask me to discharge Mr. George Vadell.

Arthur A. Steinberg
Arthur A. Steinberg
Teacher in Charge

3

BOARD OF EDUCATION—CITY OF NEW YORK
AVIATION HIGH SCHOOL

Documentation: 1

Ms. Butler

September 19, 1972

Ref: GCN-192-72

To Whom It May Concern:

I have been employed as a teacher and supervisor of aviation mechanics from 1938 to the present (34 years) for the Board of Education of the City of New York.

This employment began at the Manhattan High School of Aviation Trades and continues at Aviation High School. During this entire period of time, 34 years, I have worked with or have been under the direct supervision of Frank Woehr.

My daily contact with Frank Woehr made it possible for me to learn and become fully aware of his sterling character; fair-minded impartial arbitrator in faculty disputes; genuinely interested and concerned in providing students with the best educational and training school environment; compassion and readiness to help any member of his school family (faculty, etc.) when they asked his help with personnel or family problems. His office door was always open for students, parents, teachers and community members so that they could talk to him or express their differing points of view regarding school policy matters. He encouraged participation and involvement of parents, students and faculty in school policy matters. I never once heard or witnessed any act or action on the part of Mr. Woehr that was discriminatory to anyone because of national origin, race, sex or religious beliefs.

Santo J. Frontario

SANTO J. FRONTARIO
Principal

4



United States Court of Appeals
Second Circuit

George B. Vadell

Appellant

- against -

Frank Woehr, Principal Emeritus

Santo Frontario, Acting Principal

Alfred Lonky, Asst. Principal Aviation H.S.

Abraham Wilner, Asst. Supt.

Irving Robbins, Hearing Officer

Carl Berlin, Adm. Asst. Board of Education

Appellees

Appeal Motion

75-7615

State of New York } s.s.:
County of Queens }

George B. Vadell, being duly sworn, says:

1. I am the appellant, appearing Pro Se, in this action
2. This appeal motion is submitted in opposition to the dismissal of the complaint in 74 Civ. 2327 against defendants Frank Woehr, Santo Frontario, Alfred Lonky, Abraham Wilner, Irving Robbins, and Carl Berlin by United States District Court Judge Charles M. Metzner on October 9, 1975.
3. The facts on which I base my opposition are as follows:

The District Court states that "The complaint is predicated upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), and seeks relief for alleged acts of discrimination by six employees of the Board of Education of the City of New York, and three representatives of the United Federation of Teachers. The city employees, the movants herein, are alleged to have discriminated against the plaintiff because of his ethnic origin by terminating his employment as a teacher and by their actions during the course of an administrative grievance procedure."

The District Court continues "These acts are alleged to have occurred before March 24, 1972, at a time when Title VII excluded governments and their

agencies. The 1972 amendment permitting actions against governmental agencies was prospective in nature only."

The District Court therefore ordered that "The complaint is dismissed against defendants Frank Woehr, Santo Frontario, Alfred Lonky, Abraham Wilner, Irving Robbins, and Carl Berlin."

But my original complaint to the District Court specifies that long after the 1972 amendment permitted actions against governmental agencies and their employees, on "... September 20, 1975 messrs Frontario and Woehr submitted patently misleading and false 'documentation' regarding my case to the New York State Division of Human Rights and again, with the intention of keeping my illegal removal from Aviation High School permanent, they submitted the same 'documentation' to the Hon. Thomas J. Manton, member of the City Council's Committee on Health and Education, who had on Nov. 2, 1972 asked Chancellor Harvey Scribner 'for a full investigation ... and a full report of your findings in this matter.'"

In response to the defendants' affidavit and memorandum of Law, dated July 8, 1975, which argued that the Court lacks jurisdiction under Title VII over the claims asserted against them because "... alleged claims against the defendant employees of the Board of Education arose prior to March of 1972", my answering affidavit to the Court, dated July 11, 1975, cites a few of the specific discriminatory acts committed by the defendants subsequent to the Amendment of Title VII which made the Board of Education and its employees accountable for discriminatory actions.

The failure of the District Court to acknowledge and consider acts "alleged" to have occurred after March 24, 1972, which are part of the Court record, in its dismissal order serves as the basis for this appeal.

To further justify my appeal, I will detail in Part I why I believe the court has jurisdiction and in Part II of this brief I will provide substantive evidence that discrimination and interference with my constitutional right to equal treatment by the defendants occurred after the Amendment of Title VII.

I beg the Court's indulgence as I plead my cause at length.

Part I

THE COURT HAS JURISDICTION

1. My case was filed with the EEOC on March 22, 1972. When my complaint was typed and notarized at the EEOC headquarters, all of the accused United Federation of Teachers and Board of Education employees were listed as respondents.

2. Pursuant Sec. 706(b) of Title VII, the EEOC required me to first commence proceedings at the N.Y. State Division of Human Rights. My Case was accepted by this duly constituted Division as a verified complaint on April 4, 1972.

3. Despite repeated attempts by Human Rights personnel to quash my case on trumped-up legal technicalities, two of the six Board of Education defendants were finally called before the Division, which had jurisdiction, on Sept. 12, 1972 for the one and only conference involving Board of Education defendants.

4. As a consequence of this conference, the defendants submitted documentation loaded with misrepresentations and falsehoods, but meticulously tailored to leave out facts substantiating my charge of discrimination.

5. When the defendants presented their documentation to the State Division of Human Rights, they could have been held culpable for discrimination only if the truth indicated discrimination for national origin. For, according to the State, if the evidence showed that I was fired for any reason other than discrimination because of race, creed, color, sex, or national origin the State Division of Human Rights would lack jurisdiction, and according to interpretations of the Civil Rights Act of 1964, the Board of Education and its employees, before the Title VII Amendment, in effect had a license to discriminate insofar as the EEOC was concerned.

6. Since the defendants enjoyed this relative immunity regarding my dismissal from Aviation M.S., the only plausible reason why they engaged in a cover up and obstruction of justice by submitting false documentation to the N.Y. State Division of Human Rights was because evidence indicated national origin discrimination as charged by me.

7. Because the defendants' discrimination at the State Division of Human Rights occurred after the amendment of Title VII and because, as the defendants admit in their memorandum of Law (page 2), "on March 24, 1972 the Board of Education and its employees became subject to the provisions of Title VII," the Court has jurisdiction.

NB. The EEOC and George Vadell.

After the New York State Division of Human Rights ruled against me, I went back to the EEOC. When I originally filed my complaint with the EEOC they said that during the first year my case would be placed on a waiting list, during the second year it would be investigated, and during the third year I would get Justice. And so twenty one months after the EEOC accepted my complaint they informed me that on that very day, when I arrived at their office, an investigator had just begun work on my case. When I returned, as directed, two weeks later the investigator told me "I have never seen a better documented case of discrimination. You have been f---ed Mr. Vadell."

After I told him that the Board of Education had submitted false documentation to the N.Y. State Division of Human Rights on Sept. 20, 1972 and again to Councilman Thomas J. Manton on Nov. 30, 1972 and that I wanted to include these facts and Ms. Helen Butler of the State Division, as a defendant, in my discrimination complaint, he promised me that everything that had transpired to date would be included in his investigation but that the EEOC had no jurisdiction over State Human Rights personnel. He assured me that the defendants would not be permitted to submit documentation to the EEOC without an opportunity for rebuttal being given to me.

In the EEOC "no reasonable cause" finding dated Feb. 28, 1974 which was reached without my ever being called back to the EEOC or being allowed to examine the defendants submissions, I was given permission to go to Federal Court. A month later when I finally cornered the investigator and demanded an explanation he said that the EEOC did not have jurisdiction over the Board of Education and that two lawyers from the Union had appeared at EEOC offices with stacks of papers. My defender of my civil rights continued and I quote:

"We are a small organization."

"We have no teeth."

"They could have tied this office up for years."

"I have done you a favor by getting you into Federal Court where questions of veracity can be settled."

I along with two witnesses who were present during the above are ready to swear in court regarding the facts as described herein.

Part II

DEFENDANTS' DOCUMENTATION FALSE, MISLEADING, AND INCOMPLETE

{ In violation of my rights under
the Amended Civil Rights Act of 1964
and the Fourteenth Amendment }

On September 20, 1972 defendants Frantario and Woehr submitted 42 pages of documentation to the New York State Division of Human Rights, immediately prior to my receipt of the Division's "no probable cause" finding regarding my complaint.

To prove my charge that the defendants violated my rights, I will contrast their documentation (marked Document I for identification) with fact supported by documents and witnesses.

Because the defendants' documentation contains trivial and crucial materials, it will be necessary for me to respond to all of their claims lest it appear that I am avoiding some issues.

Documentation A

Claim: "Accusation: 'There was no contraction of school staff' as was stated by Mr. Vadell on September 12, 1972 for the September 1971 school term."

"Enclosed: Copies of letters ordering reduction and adjustment to position allotments to Aviation High School for the September 1971 term."

- (A.1) "Letter - March 16, 1971 - Term ending June 1971 - 156 positions"
- (A.2) "Allotment of Positions - Full Term - Sept. 1971 - 131 positions"
- (A.3) "Letter - July 13 - Adding 9 positions for Sept. 1971 term... 140 positions"
- (A.4) "Letter - July 21 - Adding 2 positions for Sept. 1971 term... 142 positions"
- (A.5) "Letter - Sept. 9 - Adding 2 Asst. Principals, 2 ATR... 146 positions"
- (A.6) "Letter - Sept. 9 - adding 1 teaching position for Sept. 147 positions"

"Conclusion: A reduction of 9 teaching positions was ordered for Aviation High School for the September 1971 term.

Fact: These seven pages of documentation are concerned with phantom paper position shifts during the summer vacation when school is closed and bear no resemblance to reality.

Shop teaching positions and academic teaching positions are distinct and a staff contraction for one is not related to a contraction in the other.

I have never said, as the defendants misquote "There was no contraction of school staff." Instead, I argue that there was no shop staff contraction necessitating my dismissal as required by the Board of Education - UFT Agreement.

As proof, I introduce the schools' official shop department programs for June 1971 and for September 1971 (Marked Documents II and III) which were given to Chapter Chairman Judy Kleinberg by Administrative Assistant Harry Kase, as required by the Agreement.

These official school programs which concern real people actually on the job prove that contrary to what the defendants proclaim there was no shop contraction necessitating my dismissal.

For the Court's convenience I have compiled lists (marked Document IV) of all of the shop teachers directly from the programs for both terms and prove that the defendants claimed shop contraction necessitating my dismissal is a fake.

Documentation B

Claim: "Because these 9 positions (Documentation A.3) were earmarked for F.A.A. instruction, it was logical and in accordance with Board of Education regulations to employ aviation mechanics teachers to fill these 9 specifically allotted positions."

Fact: The razzle-dazzle about the F.A.A. is a non sequitur. Aviation High School had the same number of shop teachers in September 1971 as in June 1971 and the school program was essentially unchanged. The primary change with which the defendants were concerned was my removal from the school because I had filed a discrimination complaint based on national origin with the New York City Commission on Human Rights at the beginning of June 1971.

I had two regular teaching licenses (marked Document V) which qualified me to teach in the school's 9th year Pre-vocational Exploratory Shops which are Non-FAA as repeatedly admitted by the defendants, at conferences, but deleted by them from the public record to make it appear that I am trying to force my way into a teaching position for which I am not qualified. I introduce the New York State Basic Educational Data Assignment Codes for Classroom Teachers (marked Document VI) to show that these shops are Non-FAA.

Claim: " (B.1) Letter - dated July 8, 1971 - From F.A.A. attached "

" Dear Mr. Woehr :.... Our review disclosed that the reduction of instructional time by 45 minutes per day from your curriculum would result in a loss of 405 instructional hours, thereby reducing the total curriculum time to 1000 hours."

"In accordance with the requirements of FAR 147.21(b) a curriculum must offer at least 1150 hours of instruction before an approval of your curriculum could be granted; therefore, the foregoing action by the Board of Education will negate your request for recertification. In addition, their action will foster an additional problem with respect to class size per instructor, as required by FAR 147.23, which states that the school must provide one instructor for each 25 students signed D.V. Radice

General Aviation Maintenance Inspector "

Fact: Here the defendants are fraudulently trying to place me in a position of preventing the school's recertification by the F.A.A. if I remained on the job. I was asking to be retained in the Non FAA shops which have nothing to do with Mr. Radice and his FAA requirements. The defendants are well aware of this yet they persist in this transparent appeal to authority in order to perpetrate my discriminatory removal from Aviation M.S.

Documentation C

Claim: "... Mr. Vadell states he was told in September of 1971, that his services were being terminated, and that on the same day, three (3) new teachers, unlicensed, not of Spanish origin, were hired in the shop department."

Fact: The defendants raise the crucial question regarding their hiring of "new teachers, unlicensed, not of Spanish origin" on the very day that I was being dropped because of a purported shop contraction and then fail to deny my charge. Why not? I charge because it is obvious that they can not have a shop staff contraction while hiring unlicensed, non-minority, inexperienced, non union personnel for the shops in violation of the Agreement.

Claim: "Mr. Vadell further stated that a Mr. Farash, with the same subject teaching license, had not been terminated."

Fact: Defendants' own documentation F.5 lists Mr. Farash as "ATR since Feb. 1971 ... Beg. Sept. 13" An ATR is a fulltime shop teaching position.

I introduce a list (marked Document VII) of the ATR teachers, also called quota teachers which was given to Chapter Chairman Judy Kleinberg in Administrative Assistant Harry Kase's handwriting. Aviation H.S. was entitled to two ATR teachers and clearly, despite the awkward fence straddling, Mr. Farash was one of them.

Claim: "Letters Enclosed:

C.1 - Letter dated June 11, 1971

C.2 - Letter dated June 30, 1971

C.3 - Letter dated August 25, 1971 - Informing Mr. Vadell and Mr. Farash that their teaching services were terminated."

"Summary: It is obvious that the letters sent Mr. Vadell and Mr. Farash are identical and that such information was made known to both of them before September 1971."

Fact: These six documentation letters do not terminate services as claimed. They merely say "It does not seem that we will be able to utilize your services."

The unique note at the bottom of Mr. Farash's August 25 letter proves the opposite of what the defendants intended to prove. It justifies my contention that the defendants planned to give Mr. Farash special consideration but lied to me about it.

Claim: C.3 (Farash) "As of Sept. 13, 1971 left A.H.S."

Fact: Contradicts defendants own documentation F.5 which has Mr. Farash as an ATR, full time teacher, at Aviation H.S. beginning Sept. 13, 1971

Contradicts Mr. Kase's ATR list for Sept 1971 - see Document VII

Documentation D

Claim: "Two regularly appointed, tenured, licensed auto mechanics teachers were transferred (excessed) ... to Aviation High School. This transfer could not be refused, in keeping with established Board of Education policy and in agreement with the VFT..."

Fact: Observe how the Agreement is respected, as it should be, for the non-Hispanic, non-minority auto mechanic teachers while it is violated, as it should not be, when applied to this regularly licensed Hispanic teacher with contractual seniority.

Observe how the F.A.A. "re-certification" problem of the defendants' documentation B.1 fades away before non-Hispanics, but how it will appear again and again to deny this regularly licensed Hispanic his civil rights.

Claim: "Summary: Mr. Vadellis statement that he could have been used for either of these two positions (9th yr. exploratory shop or ATR) was pre-empted by the transfer of these two regular, tenured, licensed auto mechanic teachers."

Fact: I have never claimed that I should be given preference over the Auto mechanic teachers. There was ample room for all three of us at Aviation H.S.

But, I take this opportunity to illustrate the discriminatory treatment which accepts Auto mechanic teachers into Aviation H.S. which has no auto shops while I, with two regular teaching licenses which fit the 9th year exploratory shops, machine shops, and other non FAA shops, plus three continuous satisfactory years of service at the school am told "For this school we need shop teachers with aviation mechanic credentials" in defendants documentation I.

Documentation E

Claim: "A list of the school staff as of June 1971 is attached. The total number is 156"

Fact: Any reasonable appraisal of this list must conclude that it is intentionally confused to hide the truth. It cannot be a true list of the June 1971 Staff, in fact it is labeled "Tentative Org. Sept. 1971", since it fails to include messrs. D. Nardo, Farash, and myself who were on the staff during June 1971

Please refer to my documents II, III, and IV for honesty and clarity in the matter. They show that the claimed shop contractin required for my dismissal is a hoax perpetrated by the defendants to remove and keep me removed from Aviation H.S. because of my national origin.

Documentation F

Claim: "September 19, 1972 Aviation High School Staff - Personnel Employed since September 1971."

Fact: while the defendants claim "The school and the Board of Education policy is to try to recruit competent teachers who would be representative of the

ethnic diversity of the student population of the school" (see defendants' documentation I), the defendants documentation F illustrates their true convictions in practice with 2 minority people hired against 12 "others" during the year at a school where more than a third of the students are of Hispanic origin.

At the same time, I am forced out of the school even though I have met the requirements of the merit system by earning two regular licenses which fit the schools' program and also offer the added benefit of bilingual ability.

Claim: "Faculty of Aviation H.S. As of November 22, 1971"

(Note: Faculty list in some places seems to be incorrectly labeled E, I have corrected with circled F identification)

Fact: When this faculty list was originally submitted to the N.Y. City Commission on Human Rights during December 1971 it was supposed to identify unlicensed temporary per diem personnel retained and also those hired on the day that I was fired. To hide the contract violation and the defendants discrimination against me, everybody on the list is fraudulently listed as licensed.

Mr. Farash was on the staff as a full time teacher as of Nov. 22, 1971 but his name was deviously deleted from this list so that when it was delivered to the N.Y. C. Commission on Human Rights, the defendants could claim then and now, after the amendment of the Civil Rights Act of 1964, that he had been fired along with me on Sept. 13, 1971.

Documentation G

Claim: "The following is the official school payroll record of employment for Mr. Vadell and Mr. Farash. They were employed as per diem substitutes. Mr. Farash had seniority in the school, was continuously available and always reported for assignments when called upon."

Fact: The payroll data for Mr. Farash and me are incorrect. I do not contest the fact that Mr. Farash had seniority and my argument is not with him. The defendants' documentation F.5 shows Mr. Farash an ATR, a full time teaching position, beginning Sept. 13, 1971 and Mr. Kase's school list of ATR's (Document VII) for Sept. 1971 includes Mr. Farash and of course under these conditions he "was continuously available." These two documents supplied

by the defendants, contradict the purported school payroll data.

Claim: "In addition, Mr. Vadek was asked to report to work on Nov. 30 for December 1st, agreed to do so, then called on the morning of December 1 to say he could not take the assignment. This was repeated again when asked on December 2 to report for duty on December 3."

Fact: All teachers, regular and substitute, are required to call the school on the mornings for which they are unable to report to work. Since I was just following accepted procedure, why were school secretaries directed to keep a dossier (documentation G.1 and G.2) on me. About this time I was trudging around day and night with a cardboard carton of documents trying to get justice and my job back.

Documentation H

Claim: "The fact that in the past there were and at present there are certain teachers serving in shop programs without aviation mechanic credentials is true. But such a condition is brought about by factors beyond the control of the school and is an exception to approved policy."

Fact: Defendant Weehr, who is making this statement and applying it in a discriminatory manner to me, rose from teacher to shop chairman to principal at Aviation H.S. without aviation experience and is the prime exception. But of course, he is not Hispanic.

When the two auto mechanic teachers without aviation mechanic "credentials" were accepted at Aviation H.S. which has no auto shops, "This transfer could not be refused, in keeping with established Board of Education policy and in agreement with the VFT..." (see defendants documentation D). what is an exception to approved policy for this teacher of Hispanic origin becomes "established Board of Education policy" when applied to non-minority teachers. Another example of the harsh double-standard and discriminatory treatment that I have been subjected to without recourse to date.

Claim: "The policy of the Board of Education in staffing a high school and the duty of a principal in this area is covered in Sec. 89: 'Functions and Duties of Principals ...' a photocopy of which is enclosed. Article 5 specifies that teachers shall be assigned in accordance with the subject of their license,

Fact: I held two appropriate regular teaching licenses for subjects being taught at the school. The temporary per diems retained and hired in violation of my contractual rights held no licenses.

Claim: "This is supported by the UFT Agreement - Art. IV C 2c - which specifies that retention rights and seniority are applied on the basis of 'license held'."

Fact: I held two regular teaching licenses. My non-minority replacements held none. The defendants' discrimination is obvious. The obstruction of justice while I argue my national origin discrimination complaint before the N.Y. State Division of Human Rights, after the amendment of Title VII of the the Civil Rights Act of 1964, is obvious.

Claim: "note also should be made of the emphasis given by Mr. Robbins of the special importance that teachers with proper aviation mechanic credentials are to the students of Aviation High School."

Fact: I will answer defendant Robbins, in detail, a little later on but again my retention in the school's Non FAA shops has nothing to do with the aviation mechanic shops. Equal treatment concerns official teaching licenses, which I had, while those bent on discrimination and interference with the merit system contrive new, but meaningless, words like "credentials."

Claim: "Mr. Vadell has maintained strongly that he is more competent in machine shop work than are aviation mechanics. This is confirmed by the Board of Education in granting him a credential in machine shop - not aviation mechanics. It seems to me that it logically follows that the teacher with an aviation mechanic credential is more competent as a teacher in this area than Mr. Vadell."

Fact: I earned two regular teaching licenses from the Board of Education my temporary per diem replacements earned none. The defendants consider the absence of a teaching license a "credential" when it involves non-minority personnel. And again, to discriminate against me, they falsely picture me as trying to invade the aviation mechanic shops for which I was not licensed.

Claim: "These (those with the aviation mechanic 'credential') are the kind of teachers we need and it is Board of Education policy to hire and retain for the benefit of our students"

Fact: Excepting of course non-Hispanics like defendant Principal Warner, the auto mechanic teachers, and a host of others who have worked, continue to work, and have happily retired from Aviation H.S.

Documentation I

Claim: "Is there an inference in Mr. Vadell's statement that because he is Spanish he could communicate better than 'other' teachers and therefore should be retained."

Fact: I should be retained because I had regular teaching licenses and contractual seniority while my replacements had neither. Of course I can "communicate better" with students and parents who speak only Spanish or have acquired English as a second language. I include one of many school notices (marked Document VIII) to highlight the school's communication problem. My bilingual ability and Hispanic heritage are added assets which the defendants score and penalize.

Claim: "The school and the Board of Education policy is to try to recruit competent teachers who would be representative of the ethnic diversity of the student population of the school, But this does not mean that a less-qualified teacher should be hired or retained just because of his ethnic origin. To do so is reverse discrimination."

Fact: I have never asked to be retained in or to be returned to my teaching post at Aviation H.S. just because of my "ethnic origin."

While I protest that I did not expect to supersede a teacher with more seniority and experience but did not expect with my qualifications:

- a) two regular licenses which fit the existing program at Aviation H.S.
- b) State Certification
- c) three years of continuous satisfactory service and seniority at the school
- d) twenty five years of appropriate industrial experience including:
 - aviation research at NYU's Guggenheim School of Aeronautics
 - the only genuine aerospace experience available in the schools' shop department which advertises preparation "for a job in the

aerospace industry" (see school's Aviation as a Career - marked Document IX)

e) Spanish heritage and bilingual ability

- in a school where more than 36% of the students but less than 3% of the faculty are of Hispanic background

- in a school system where the Union and the Board of Education spend \$600,000 of public funds to get a better ethnic balance in the teaching staff.

f) Massive student petitions (which the defendants have buried) requesting my retention

g) Contractual seniority

to be replaced by non-minority, non-bilingual, non-licensed, inexperienced, non-union personnel - with no seniority and none of my qualifications, I am accused of wanting reverse discrimination.

At the very least, the defendants' change of ^{reverse} discrimination inevitably carries the acknowledgement of prior discrimination.

Claim: "Spanish language facility is not a critical problem at this school."

Fact: The defendants prefer to communicate with students and parents via translations (see Document VIII) rather than have a qualified regularly licensed teacher of Hispanic heritage participate in live communication with the huge Hispanic population of the school and present a role model for youngsters to emulate.

Documentation J

Claim: "It was the contention of Mr. Vadell that his termination was improper under Board of Education regulations and contract provisions. The attached report by Mr. Irving Robbins, approved by Chancellor Scribner (sic) cites the relevant authority for the action taken."

"The school staff did contract in September 71. However the fact is incidental; the release of the grievant because of his failure to hold an appropriate license could have properly occurred had there been no shrinkage of the school staff."

Fact: My detailed refutation of defendant Robbins' decision followed immediately. I of course held two appropriate licenses, and a contract violation accompanied my removal.

Appeal to the Chancellor of George Vadell

Claim: (pg.1) "Mr. George Vadell, a substitute teacher of machine shop formerly assigned to the Aviation High School, protests that Article IVc2b was violated when he was not reassigned in September 1971."

Fact: In the rest of his 4 page decision, Hearing Officer Robbins fails to state or come to grips with Article IVc2b and therefore I will consider it in depth as I dispose of the defendants other claims.

Claim: (pg.1, item1) " Previous to September 1971 the grievant had served at the school for three years teaching different programs in each year, in the main in aviation mechanics."

Fact: I taught Aerospace manufacturing - Machine Shop for one year and 9th year Exploratory shops for one year.

Defendant Robbins is not making an innocent mistake, he is deliberately trying to create the illusion that in order for me to teach at Aviation High School I must teach out-of-license in Aviation mechanics. This false premise permeates Mr. Robbins decision.

Claim: (pg.1, item2) "During the summer a number of positions that had been removed from the school's organization were returned to it, in the main so that the graduates of the school could be qualified to meet certification or licensing requirements of the Federal Aviation Authority."

Fact: Hearing Officer Robbins refers to paper position removals occurring during the summer vacation while Aviation H.S. remained closed. In the Fall of 1971, the shop department resumed operations with the same size shop staff and essentially the same courses as in the Spring term when I was completing my third year of continuous satisfactory service at Aviation H.S. Students in both the FAA and NonFAA portions of the school's program encountered no changes since none had occurred. They continued doing the same things as when I was on the staff.

Claim: (pg.1, item3) "These positions were filled by the principal by retaining substitute teachers of aviation mechanics who had previously served in the school and by the nomination of three persons for the Per Perm Teaching Certificate in Aviation Mechanics."

Fact: The temporary per diems, not substitute teachers as is falsely claimed, retained and the nomination of three persons for the Per Diem Teaching Certificate violated Board of Education Special Circular #6 (marked Document X) which specifies that "a person may be nominated for a temporary Per Diem Teaching Certificate to fill an existing teaching vacancy for which no licensed regular or substitute teacher is available for a period not to exceed one semester."

I have a witness ready to testify in court that Special Circular #6 was discussed before Mr. Robbins at the 3rd step conference but the Hearing Officer ignores Special Circular #6 in his decision because it is favorable to me and adds substance to my charge of discrimination. I was available with two regular licenses which fit the existing program at the school. Yet, the defendants eliminate me by playing musical chairs with the staff at Aviation H.S., putting experienced regularly licensed Aviation mechanic teachers with seniority in non FAA exploratory shops which I was qualified to teach and then claiming openings in FAA aviation mechanics classes where I was not licensed to teach. A thinly disguised and traditional discrimination ploy.

Claim: (pg 1, item 3) "Mr. Vadell was not reassigned. Also not reassigned were three other substitute teachers who had formerly taught at the school, these possessed licenses in auto mechanics, welding, and machine shop, the last with seniority greater than that of the grievant."

Fact: Hearing Officer Robbins is trying to place me in conflict with the other regular substitute teachers who for assorted reasons failed to assert their contractual retention rights. But my argument is with the defendants' retention and hiring of temporary per diems in violation of the union contract while faking a shop contraction to justify my elimination.

Defendant Robbins decision is dated Nov. 22, 1972 a time when Mr. Farash, the teacher "with seniority greater than that of the grievant" was still working full time as an ATR teacher at Aviation H.S. Observe that the defendants faculty list (their documentation F) which is also dated Nov. 22, 1971 does not include Mr. Farash who was actually dropped from Aviation H.S. employment during December 1971 when the faculty list was delivered to the New York City Commission on Human Rights and could not contain

Mr. Farash's name because he was claimed to have left Aviation H.S. with me in September.

When Mr. Farash finally was removed from Aviation H.S. he went to Union headquarters with a witness, who will so testify in court, to file a contract violation grievance based on IVC2b as I had done long before. If Mr. Farash had been fired in September, as the defendants falsely claim, and if he only continued working as a per diem substitute, his seniority and his opportunity to file a grievance based on IVC2b would have lapsed. He did not have to follow through on his grievance because, unlike me, he was quickly placed fulltime in a Queens high school and continued to make extra money teaching after regular school hours at Aviation H.S. I reproduce Article IVC2b from the Agreement between the Board of Education and the United Federation of Teachers (marked Document XI for identification):

Regular substitute teachers with more than one year of continuous satisfactory service in a school shall have priority for retention in that school according to the length of service in the school. If it becomes necessary to terminate the services of a regular substitute with more than one year of continuous satisfactory service in a school by reason of appointment or return from leave or other absence of a regular teacher, or by reason of contraction in the school organization, the regular substitute teacher with the least service in the school will be the first to be released.

Obviously as a regular substitute teacher with more than one year of continuously satisfactory service in the school, I had seniority and retention rights.

It is my understanding that according to a basic rule of interpretation, the enumeration of only one or some members of a class implies that the other members of that class are not included in that enumeration. Therefore Article IVC2b grants me, and other regular substitutes willing to grieve, priority for retention according to my length of service in the school. It excludes temporary Per Diems from such consideration. Defendant Robbins is aware of the validity of my argument but he ignores it in his decision.

In further support of my contention that I had priority over the

Temporary Per Diem, I introduce Benjamin Wolf's Arbitration Award for Case # 1339-0322-71 and # 1339-0323-71 (relevant portions of which have been marked Document XII) which concerns a UFT charge that the Board of Education was violating Article IVF24 of the Agreement which provides:

No examination for any substitute teaching license will be conducted at any time after Feb. 1, 1969 and no license will be issued after June 30, 1969.

In Benjamin Wolf's Arbitration pg. 3:

The Board... argues that... (temporary Per Diem) certificate(s) ... do not constitute substitute licenses under another name.

The Union contends that the certificates are in fact licenses for substitute teachers under a new name and, therefore were issued in violation of the intent of Article IVF24...

Benjamin Wolf's Award:

The grievance concerning the issuance of per diem certificates is sustained only with respect to the Board's failure to appoint immediately as regular teachers those holders of temporary per diem certificates who became licensed regular teachers. The grievance is denied in all other respects. (emphasis added)

Clearly the temporary per diem do not have teaching licenses and could not have seniority or retention rights over me, as the defendants claim.

Claim: (pg 2, item 1 top) "The grievant argues that Article IVF2b was violated ... he questions whether there has been any contraction in the school shop department"

Fact: Finally an agreement with a claim which of course is my claim, for once, correctly stated by the defendants.

Claim: (pg 2, item 2) "He further contends that even if there was a contraction, the school could not employ holders of the temporary per diem certificates while not employing him ... as long as he 'a properly licensed substitute', is available."

Fact: This is sustained by Special Circular #6 (Document 8) but Mr. Robbins refrains from citing the basis for my correct position.

Claim: (pg.2, item 3) "The grievant refers to his ability to speak Spanish and to the Preamble of the Agreement in which the Board and Union undertake to join in an effort to achieve a better ethnic balance in the staff. At the same time the grievant asserts that he wishes no specially favorable treatment because of his proficiency in Spanish"

Fact: Although it is true that I do not want "specially favorable treatment because of... proficiency in Spanish," I also stated that I was born in Spain and would resist being made a victim of discrimination because of my national origin.

Mr. Robbins forgets that he insisted that the Preamble of the Agreement is between the Union and the Board of Education, and has nothing to do with me. Why not, if it is a matter of Board of Education policy? I have a witness who will testify in court regarding my recollection in this matter.

Claim: (pg.2, item 4) "During the course of the conference the Hearing Officer ruled that allegations of discrimination which had not been raised in this appeal at earlier steps of the grievance procedure were not properly matters to be considered at this time."

Fact: Mr. Robbins fails to report that defendants Weehr and Berlin, and the Union Representative Sal Leonardi, who participated in the hour long discussion of bias and discrimination at grievance step #2, joined together in collusion to suppress my discrimination complaint. I have a witness who will testify regarding this violation of my civil rights.

I introduce defendant Weehr's Step #1 decision (marked Document XIII) and defendant Wilner's Step #2 decision (marked Document XIV) to contradict the defendants:

I quote from Principal Weehr's decision pg.2:

Mr. Vadell stated that he felt that he suffered from Job discrimination... he felt he was a victim of bias... It is unfortunate that Mr. Vadell misconstrues the action of supervision in staffing the school in all departments with teachers in license as indicative of bias... he has not suffered unfairly from Job discrimination...

Clearly the defendants denied my civil rights by collusion. Also, consider the outrageous assertion by Principal Weehr that he was "staffing the school

in all departments with teachers in license." He is in direct violation of Article IV C 2b of the Agreement (Document IX), Special Circular #6 (Document X) and Benjamin Wolf's Arbitration Award (Document XII). why have authorities permitted this gross violation of my rights to go unnoticed and to persist? The temporary Per Diem replacements, and also those retained, had no teaching licenses. The defendants have again violated my civil rights, but this time by presenting their falsehoods as truth to the N.Y. State Division of Human Rights sitting in judgment in a discrimination case long after the amendment of Title VII of the Civil Rights Act of 1964.

Claim: (pg 2, item 4) "He (Mr. Robbins) also ruled that objections voiced by the grievant to the manner in which grievance conferences at earlier steps of the grievance process had been conducted were the concern of a separate grievance complaint which the grievant could if he wished initiate."

Fact: My objections concerned the way in which Mr. Robbins was conducting his conference. While I protested and insisted that I be permitted to present official Board of Education documents as evidence that bias and discrimination had been discussed at earlier steps and therefore I was not entitled to discuss the matter at the final grievance step, the Hearing Officer stumped out of the conference saying that he did not have to take any more of this and if I wished to file a complaint against him I could. which I did.

My complaint (marked Document XV a) which I delivered directly to Chancellor Scribner's office on Nov. 1, 1971 quickly disappeared and has never again been located. Follow up letters of complaint (marked Document XV b) to Board of Education members, immediately after my receipt of Mr. Robbins' 3rd step decision, failed to elicit even one acknowledgement. I include receipts (marked Document XVI) for my complaints. My complaints were buried along with Justice at Board of Education head quarters.

Claim: (pg 2, item 1 bottom) "... By law 89.5... directs principals 'to assign each teacher to duty in accordance with his rank and the subject of his license'"

Fact: If the defendants had applied Bylaw 89.5 to me, I would still be at Aviation H.S. Instead, they are again inferring, in conflict with Board of Education Special Circular #6, Article IV F 24, and Benjamin Wolf's Arbitration Award, that temporary per diems have licenses. At the same time, they deny my two earned regular teaching licenses in order to discriminate against me.

Claim: (pg 3, item 2) "while the assignment of teachers to the subject area in which they have been qualified is a matter of importance in all schools, it is perhaps of greater significance in Aviation H.S. Not only is the subject of instruction there highly specialized, but graduates are eligible to receive certification issued by The Federal Aviation Authority which in doing so periodically reviews the qualifications of the instructional staff."

Fact: The defendants know that I am regularly licensed to teach in the non FAA areas of the school which have nothing to do with the FAA. The defendants repeated application of a false criterion to me can only be intended to discriminate against me. And this they have done on two occasions subsequent to the amendment of Title VII.

Claim: (pg 3, item 3) "Occasionally it becomes necessary to assign teachers to classes or subjects for which they have not been officially qualified ... By law 89.5 permits such assignment only 'in case of necessity' and then 'temporarily'."

Fact: I was fully qualified and had seniority rights to teaching positions in Non-FAA shops. By playing musical chairs, the defendants manipulated me out of shops in which I am qualified to teach and then dropped me because I am not qualified to teach in the aviation mechanics shops where they insisted that it was necessary that I teach out-of-license, but of course they quickly add that I cannot teach out-of-license.

I have a witness who will testify in court that when I objected to Principal Wehr's placement of a temporary per diem without experience or knowledge of machine shop in machine shop classes, for which I hold a regular teaching license, while I was at the same time forced to teach history, mathematics, physics, English, chemistry, hygiene etc. where I admittedly have no expertise, he answered my objection with, "Hopefully he (the temporary per diem and presumably myself) will learn." So much for Principal Wehr's real concern for qualified teachers in the classroom.

Claim: (pg 3, item 3) "An out-of-license substitute teacher, then is understood to be employed on a temporary or stop gap basis, and the position in the school organization he is occupying cannot be considered to be filled or properly staffed. The school need not await the circumstance stated in Article IV C 2b before replacing him with a properly qualified instructor."

Fact: Mr. Robbins is deviously struggling to find a way around Article IV C 2b of the Agreement, the original basis for my dismissal. He considers my removal from shops in which I am fully qualified to teach and the introduction of non-minority temporary per diems without teaching licenses or experience into the school "Justified by accepted and sound educational policy." (pg.4, item 6)

Claim: (pg.3, item 5) "As an out-of-license teacher Mr. Vadell had some limited rights guaranteed by the Agreement but not those he asserts. He had a right to an opening in machine shop... But no such opening existed. He had a right to retention if machine shop substitutes with lesser seniority were retained. Again this was not the case; both out-of-license substitutes were released."

Fact: I was fully qualified to teach in the numerous 9th year exploratory shops and other non FAA shops. Why does Mr. Robbins ignore these shops in his discussion of my "limited rights"? Why does he again fraudulently claim, this time after the amendment of Title VII, that Mr. Farash the other "out-of-license substitute" was released when school documents and witnesses prove the contrary? For what other reason than my national origin?

Claim: (pg.4, item 5) "The grievant challenged at the step 3 conference the assertion that the school had lost shop positions. Investigation of this matter confirms that this is the case. However, the fact is incidental, the release of the grievant because of his failure to hold an appropriate license could have properly occurred had there been no shrinkage in the school staff."

Fact: Where is Mr. Robbins' evidence that confirms "that the school has lost shop positions"? School documents I & II prove the contrary. How could my release be justified when it conflicted with Article IV C 2b, Special Circular #6, Benjamin Wolf's Arbitration Award, and even By Law 89.5?

Claim: (pg.4, item 6) "No basis is found for supporting the allegation that discrimination was a factor in his (Principal Woehr's) action."

Fact: A fitting conclusion to the Kangeroo grievance proceedings conducted by

the defendants. The Hearing Officer, acting in collusion with other defendants, first denies me the right to present my allegations of discrimination (pg 2, item 4) and then, without hearing the allegations rules that there is no basis for the allegations. And this kind of injustice buried in a maze of xeroxed sheets is presented as documentation to the N.Y. State Division of Human Rights hearing my complaint, after the amendment of Title VII of the Civil Rights Act of 1964. For what other reason than to discriminate against me!

Documentation K

Claim: "Mr. Vadell stated that Principal Frank Woehr tried to get him fired from his evening trade school teaching job at Queens Vocational High School. Mr. Vadell stated that Mr. Woehr called Mr. Steinberg, the teacher in charge of the Queens Vocational High School Program, and asked Mr. Steinberg to 'fire' Mr. Vadell from this evening trade school teaching job."

"The attached letter from Mr. Steinberg, teacher-in-charge of Queens Vocational High School disproves Mr. Vadell's charge and further illustrates the lack of credibility in Mr. Vadell's charges."

"At no time did Mr. Frank Woehr, Principal of Aviation High School, call me on the phone to ask me to discharge Mr.

George Vadell."

signed Arthur A Steinberg

Fact At the State Division of Human Rights, on September 12, 1972, I charged that defendant Woehr had tried to get me fired from my evening job. I never said that he asked that I be fired. I said that Mr. Steinberg had told me, and another witness who is willing to testify to this effect in court, that Mr. Woehr had tried to get me fired by first inquiring as to what kind of job I was doing at Queens Vocational and by questioning why someone from the school's regular day staff did not have my job instead. This at a time when my discriminatory removal from Aviation H.S. by Principal Woehr reduced my total earnings to \$50 per week and denied my family of needed dental and medical benefits. Surely Mr. Woehr was not calling because of a compassionate concern for my welfare. The sham involving "the FAA", "recertification", "licensed teachers", "the credential", "shop contraction", "reverse discrimination", etc. is further exposed by Principal Woehr's calculated interference with my livelihood after he had pushed me out of Aviation H.S. This is the kind of treatment that Board of Education defendants continue to cover-up by presenting false documentation to the N.Y. State Division of Human

Rights, long after the Amendment of Title VII held Board of Education employees accountable for discriminatory actions.

At the State conference, Mr. Woehr blushed but did not deny my description of his call to Mr. Steinberg. Ms. Helen Butler, the presiding officer, charitably or for some unexplained reason, did not press him for a response then and there.

Documentation K. "illustrates a lack of credibility," but not in my charge of discrimination. I have a witness who will swear in court that my testimony is true. The letter Mr. Steinberg signed was rigged to hide the truth, but I am confident that Mr. Steinberg will substantiate my version in court.

Documentation L

Claim: "I never once heard or witnessed any act or action on the part of Mr. Woehr that was discriminatory to anyone because of national origin, race, sex, or religious beliefs."

Fact: Here defendant Frontario, charged with discrimination, dares to submit as documentation a testimonial for codefendant Woehr, also charged with discrimination in the same case. Nowhere in the documentation does Mr. Woehr reciprocate.

Mr. Frontario is not being candid in his appraisal of Mr. Woehr. When I left the step #2 grievance conference, the crucial question regarding the violation of Article IV C 2b hinged on whether or not a shop contraction necessitating my dismissal had occurred - Hearing Officer Robbins notwithstanding (see pg 4, item 6 documentation J). With prodding, Asst. Supt. Wilner had agreed not to make his decision before he got official information regarding the shop contraction from Principal Woehr. I introduce a signed statement (marked Document XVII) to demonstrate defendant Woehr's callous disregard for my civil rights. Both signers will testify in court as to the truth of their statement. In Asst. Supt. Wilner's decision (Document XIV): "Aviation High School was reduced by nine teaching positions. It was, therefore, necessary to terminate the service of four shop teachers." Should we blame defendant Wilner or defendant Woehr, or both? Certainly Mr. Woehr, because I have a witness from Step #3 who will swear in court that at that step Mr. Woehr was still refusing to correct his claimed, but faked, shop contraction of four.

Defendant Frontario forgets, and defendant Woehr would prefer to forget, when Principal Woehr, in an address before the entire Aviation M.S. staff, forced the school's first black teacher to leave in humiliation with his cutting reference to "a nigger in the woodpile."

A Second Violation of my Rights, After Title VII Amendment

The Board of Education defendants committed a second interference with my rights under the Fourteenth Amendment and under the Amended Civil Rights Act of 1964.

On Nov. 2, 1972 Councilman Thomas J. Manton addressed a letter of inquiry (marked Document XVIII) regarding my case to Chancellor Anker. In his letter he writes:

It appears that while Mr. Vadell's dismissal was based on a contraction in teaching positions, three new unlicensed temporary teachers were hired at Aviation High School at the time of Mr. Vadell's dismissal. As a member of the City Council's Committee on Health and Education, I am asking for a full investigation of this matter. Please provide me with a full report of your findings in this matter.

Acting Principal Frontario, responding for the chancellor and the defendants, mailed a copy of the 42 pages of fraudulent documentation, which had been so effectively self-serving for the defendants at the N.Y. State Division of Human Rights, to Councilman Manton. All of the falsehoods and misrepresentations which I have detailed in the previous twenty pages of this brief are now duplicated in this deliberate effort to again frustrate my constitutional rights to equal treatment and due process. Defendant Frontario compounds the previous injustice by falsely claiming in his letter (marked Document XIX) "I am sending you a complete copy of the file regarding Mr. Vadell." (emphasis added)

According to the N.Y. Daily News, on Oct 24, 1975 when Chancellor Anker appeared before the State Assembly Education Committee and school officials were accused of holding back information he angrily retorted: "That's a serious charge - refusal to give information is a serious charge" I make that serious charge against Board of Education defendants in my case. They failed to inform Councilman Manton that I held two regular teaching licenses which fit the existing program at Aviation H.S., they deleted Steps #1 & #2 decisions by Principal Woehr and Asst. Supt. Wilner because they contradict Hearing Officer Robbins' Step #3 decision, they fail to acknowledge that I am being denied my constitutional rights because of their collusion, etc as previously detailed in this brief. Board of Education defendants must be held accountable for their discrimination, augmented this time by covert omission, which occurred after the Amendment of the Civil Rights Act of 1964.

Conclusion

I continue to suffer from the defendants' discriminatory actions committed before and after the Amendment of Title VII.

During the spring of 1975 I pursued a grievance at Adlai Stevenson H.S. regarding my right to a shop teaching assignment and won a favorable 3rd step decision (marked Document XX). Not only was the decision ignored, but I was exsessed from the school, again in violation of my contractual seniority rights, to Grady Vocatin H.S. during September 1975. Late in October 1975 I was exsessed out of Grady H.S. back to Adlai Stevenson H.S. When I telephoned Principal Little's Administrative Assistant regarding my return, she informed me that there was no opening at the school for me. All the while, back at Aviation High School, the temporary per diems who had replaced me in 1971 have worked continuously, earned seniority, and remained comfortably unaffected by budget cuts. Of course they are non-minority, non-biliqual Hispanics and had not filed discrimination charges.

mine is the classic case of discrimination. On the very day that I, a fully licensed and qualified teacher with retention rights after three years of continuous satisfactory service, am dismissed in violation of the union contract because of a faked contraction in shop staff, non-minority, non-union, inexperienced, and unlicensed temporary per diems are hired and called licensed teachers. When I follow the prescribed course for redress before duly constituted governmental agencies, the defendants cover up by deceit and collusion, as I have demonstrated with their own documentation in Part II of this prief, in order to deny me my Constitutional rights.

The defendants have substantially exceeded the reasonable guidelines set forth by Chief Justice Burger speaking for a unanimous Supreme Court in *Griggs vs. Duke Power*:

The (Civil Rights) Act (of 1964) proscribes not only overt discrimination but also practices that are fair in form but discriminatory in operation... Good intent or absence of discriminatory intent does not redeem employment procedures or testing mechanisms that operate as 'built-in headwinds' for minority groups...

and should be required to justify their actions in court.

If my case is permitted to go to trial, I will get justice and the

defendants will also get Justice. If I do not get my day in court, I will irrevocably be denied Justice.

In this fifth year of my quest for Justice, I pray that the Court will return all of the defendants and all of my case to United States Court Jurisdiction.

Documents Attached in Appendix:

- I- Defendants documentation
- II- Aviation H.S. June 1971 Shop Teacher Programs
- III- Aviation H.S. Sept. 1971 Shop Teacher Programs
- IV- Vadell's list comparing June-Sept. Shop Teachers
- V- Vadell's Regular Teaching Licenses
- VI- N.Y. State Assignment Code
- VII- Aviation's List of A/R's
- VIII- School Notice in Spanish
- IX- Aviation as a Career
- X- Board of Education Special Circular #6
- XI- Portions of BofE - UFT Agreement
- XII- Portions of B. Wolf's Arbitration Award
- XIII- Principal Woehr's Step #1 Decision
- XIV- Asst. Supt. Wilner's Step #2 Decision
- XV a- Complaint to Dr. Swilmer regarding Mr. Robbins
- XV b- Complaint to Board of Education members regarding Mr. Robbins
- XVI- Receipts for Complaints' delivery
- XVII- Letter regarding Principal Woehr and the Shop Contract
- XVIII- Councilman Manton's letter to Chancellor Anker
- XIX- Asst. Principal Frontario's response to Mr. Manton
- XX- Hearing Officer Brennan's Step #3 Decision

*State of New York
County of Queens*

George B. Vadell
George B. Vadell

Subscribed and sworn to before me this 11 day of November 1975

Appended to this Motion:

U.S. District Court Dismissal Order
For 74 Civ 2327, dated Oct. 9, 1975

Sylvan L. Greenberger
Notary Public
SYLVAN L. GREENBERGER
Notary Public, State of New York
No. 6649876
Qualified in Queens County
Commission Expires March 30, 1978

George B. Vadell v. Frank Woehr,
et al., Pro Se 74 Civ. 2327

Six of the nine defendants in this action move, pursuant to Fed. R. Civ. P. 12(c) and 12(h)(3), for dismissal of the complaint for lack of subject matter jurisdiction.

The complaint is predicated upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), and seeks relief for alleged acts of discrimination by six employees of the Board of Education of the City of New York, and three representatives of the United Federation of Teachers. The city employees, the movants herein, are alleged to have discriminated against plaintiff because of his ethnic origin by terminating his employment as a teacher and by their actions during the course of an administrative grievance procedure.

These acts are alleged to have occurred before March 24, 1972, at a time when Title VII excluded governments and their agencies. The 1972 amendment permitting actions against governmental agencies was prospective in nature only. Cleveland Board of

MICROFILM

OCT 10 1975

Education v. La Fleur, 414 U.S. 632, 639 n. 8 (1974);

Hill-Vincent v. Richardson, 359 F. Supp. 308 (N.D.

Ill. 1973).

The complaint is dismissed against defendants
Frank Woehr, Santo Frontario, Alfred Lonky, Abraham
Wilner, Irving Robbins and Carl Berlin.

So ordered.

Dated: New York, N. Y.
October 9, 1975

Charles H. Metzner
U. S. D. J.

